Am. B. 3040

(466)

Proceedings

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 101.

IN THE SENATE OF THE UNITED STATES.

BIBLIOTHECA REGIA MONACENSIS

FEBRUARY 4, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, TRANSMITTING A REPORT FROM THE COMMISSIONER OF THE GENERAL LAND OFFICE IN RESPONSE TO SENATE RESOLUTION DATED JANUARY 14, 1896, CALLING FOR CERTAIN INFORMATION RELATIVE TO THE LANDS CONSTITUTING THE BEDS OF CROSS LAKE, SODA LAKE, CLEAR LAKE, FERRY LAKE, AND CADDO LAKE, EXTENDING FROM THE TEXAS STATE LINE TO OR NEAR THE CITY OF SHREVEPORT, LA.

DEPARTMENT OF THE INTERIOR,
Washington, February 3, 1896.

SIR: I have the honor to hand you herewith a report from the Commissioner of the General Land Office, dated the 30th ultimo, upon Senate resolution dated January 14, 1896, calling for certain information relative to the lands constituting the beds of Cross Lake, Soda Lake, Clear Lake, Ferry Lake, and Caddo Lake, extending from the Texas State line to or near the city of Shreveport, La.

The report of the Commissioner, specifically and in detail, furnishes the information in the order asked.

Accompanying said report there is transmitted a complete set of the plats of the townships in which the lakes are situated.

Very respectfully, HOKE SMITH, *Secretary.*

The PRESIDENT OF THE UNITED STATES SENATE.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., January 30, 1896.

SIR: I have the honor to acknowledge the receipt, by reference from the Department, for report of Senate resolution dated January 14, 1896, which resolution reads as follows:

Resolved, That the Secretary of the Interior be, and he is hereby, directed to inform the Senate whether the lands constituting the beds of Cross Lake, Soda Lake, Clear Lake, Ferry Lake, and Caddo Lake, extending from the Texas State line to or near the city of Shreveport, La., are claimed by the Department as the property of the United States, and to this end to cause to be examined the character of said lands, and make inquiry in regard to said lakes, with the view of determining whether the area covered by them was land conveyed, or intended to be conveyed, in the opinion of the Department, to the State of Louisiana, under the terms of the swamp land acts of 1849 and 1850.

Resolved further, That the area embraced in the beds of said lakes be approximately stated in acres for each lake; also what part, if any, of the beds of said lakes is embraced within the public surveys of the United States, and the extent of the area of said lakes not included in any public survey.

Resolved further, That the Senate be informed whether or not the beds of said lakes, or any parts thereof, are claimed by the State of Louisiana, the Caddo Parish levee board, or by private parties; and if so, under color of what authority, claim, conveyance, or title; also whether any parts of the beds of said lakes have been entered upon, inclosed, or otherwise taken possession of.

In reply I submit report as follows:

Cross Lake is situated in townships 17 and 18 north, ranges 14 and 15 west, and township 18 north, range 16 west. The estimated area of the lake, as per plats of original survey approved in 1839, is about 18,000 acres. This estimate does not include that part of the lake in township 18 north, range 16 west, as the water area, about 300 acres, in this township is included in the stated public land area of the sections (25, 26, and 36), in which the western end of the lake is situated, and has been disposed of as such. That portion of the bed of Cross Lake in township 18 north, range 14 west, is embraced in the public land surveys of 1871, the area being about 8,000 acres, leaving about 10,000 acres of lake surface (original survey) over which the public surveys have not been extended.

Soda Lake is situated in townships 18, 19, and 20 north, range 14 west, and townships 19 and 20 north, range 15 west. The estimated area of the lake, as per plats of original survey (approved in 1839), is about 34,400 acres. Those portions of the bed of Soda Lake in townships 18, 19, and 20 north, range 14 west, and in township 20 north, range 15 west, are embraced in the public land surveys of 1871, the area thus surveyed being estimated at 29,100 acres, leaving unsurveyed that portion of the lake in township 19 north, range 15 west, area about 5,300 acres. It also appears, from a statement on the plat of the survey of township 20 north, range 14 west, that certain section lines, extending in part over the area represented as lake on the plat of original survey, were surveyed for the State of Louisiana in 1855.

Clear Lake is situated in townships 20 and 21 north, ranges 15 and 16 west. The estimated area of the lake, as per plats of survey, is 7,095 acres. The lines of the public land surveys have been extended over those portions of the lake in townships 20 and 21 north, range 15 west, estimated area 6,815 acres, leaving unsurveyed that portion of the lake falling in townships 20 and 21 north, range 16 west, area about 280 acres.

Ferry Lake is situated in township 20 north, range 15 west; townships 19, 20, and 21 north, range 16 west (also in townships 19, 20, and 21 north, range 17 west, originally surveyed as a part of the State of Louisiana, but lying entirely west of the Texas State line, as determined and established by the boundary commission). The estimated area of Ferry Lake, east of the Texas line, as per plats of original survey approved in 1839, is estimated at 17,380 acres. The lines of the public land surveys were, in 1871, extended over that part of Ferry Lake in township 20 north, range 15 west, area 1,760 acres, and over a small portion of the tract in sections 5 and 6, township 19 north, range 16 west, represented on the plat of original survey as an "impassable lagoon" or Ferry Lake, leaving an unsurveyed water area of about 400 acres in the last-named township. A small tract, area 280 acres, in sections 4, 9, and 10, township 20 north, range 16 west, within the area represented as Ferry Lake on the plat of original survey was surveyed in 1871, leaving unsurveyed in this township a water area estimated at 11,000 acres. In township 21 north, range 16 west, the lines of survey were discontinued at the margin of the lake, but the water surface was not segregated from the land area, and according to the "Table of contents" on the margin of the plat all the sections are full sections, and all the lands within the indicated outlines of the lake in this township, east of the Texas line, except section 16 (school section), have been approved to the State under the swamp land law of 1849, area estimated at 4,000 acres.

These lakes appear to have formed a continuous chain, no portion of

which is designated upon the official plats as Caddo Lake, referred to in the Senate resolution. From published maps of Louisiana, Caddo Lake appears to be the western portion of the body of water represented as Ferry Lake upon the official township plats extending to and beyond the Texas line.

In regard to the areas of the lakes given in the above estimate, I would state that the same can not be regarded as a very close approximation in all cases, for the reason that the eastern limits of Cross and Soda lakes, in townships 18, 19, and 20 north, range 14 west, are not clearly defined upon the official plats. Again, in township 20 north, range 15 west, there are upon the plats of survey no well-defined lines of demarcation between the waters of Soda, Ferry, and Clear lakes, and it became necessary in making the estimate to adopt arbitrary division lines.

To the inquiry as to whether the Department claims the lands constituting the beds of said lakes as the property of the United States, I have to state that so far as the same have been surveyed, since the date of the original survey of the townships in which they are situated and represented upon the official plats of the later surveys, they have been and still are regarded (where not already disposed of by approval to the State as swamp land, or otherwise) as subject to disposal by the United States.

As to the unsurveyed portion of the lands forming the beds of said lakes the same is not, under existing regulations and judicial decisions relative to lands of this class, now regarded as subject to survey and disposal by the United States.

As to whether the area covered by said lakes was land conveyed or intended to be conveyed, in the opinion of the Department, to the State of Louisiana under the terms of the swamp land acts of 1849 and 1850, I would state that, under the general rule of the Department, areas represented as lakes upon the official township plats are not now considered as inuring to the States under the swamp land acts; nevertheless, it appears from the record that certain portions of the beds of Cross Lake, Soda Lake, Clear Lake, and Ferry Lake were selected by the State of Louisiana under the swamp land act of March 2, 1849 (9 Stat. L., 352), and many of these selections having been duly approved by the Department, such approvals must be regarded as an adjudication that the lands did inure to the State under said act of 1849. The approval by the Department being equivalent to a patent, the title of the State to the lands embraced in such approval is regarded as complete. The claim of the State to certain lands under these swamp land selections have been from time to time rejected by this office, and there is still pending, unadjusted, the State's claim to other tracts under said selections.

The extent of the swamp land approvals, rejections, and pending selections in the townships embracing said lakes (some of which lands are not, however, within the lake limits) is shown by distinctive colors upon the photolithographic copies of the township plats herewith transmitted and made a part of this report.

For the information of the Senate regarding the limits of said lakes east of the Texas line, as shown by the original surveys, and the extent to which the public land lines were extended over the lake beds subsequent to such original surveys, there is transmitted herewith a complete set of the plats of the townships in which the lakes are situated, as follows:

Township 17 north, range 14 west, 1 plat approved February 13, 1839.

Township 18 north, range 14 west, plat approved March 19, 1839, and plat approved October 31, 1871.

Township 19 north, range 14 west, plat approved February 13, 1839, and plat approved January 25, 1872.

Township 20 north, range 14 west, plat approved February 17, 1840, and plat approved January 25, 1872.

Township 17 north, range 15 west, plat approved February 13, 1839.

Township 18 north, range 15 west, plat approved March 19, 1839.

Township 19 north, range 15 west, plat approved March 18, 1839.

Township 20 north, range 15 west, plat approved August 31, 1839, and plat approved January 3, 1872.

Township 21 north, range 15 west, plat approved February 13, 1839, and plat approved January 3, 1872.

Township 19 north, range 16 west, plat approved February 13, 1839, plat approved July 24, 1846, and plat of sections 5 and 6 approved March 31, 1854 (the latter shown on the lower right-hand corner of the plat of 1839).

Township 20 north, range 16 west, plat approved August 31, 1839, and plats approved July 24, 1846, March 31, 1854, and August 18, 1871 (the last three printed on one sheet).

Township 21 north, range 16 west, plat approved February 13, 1839, and plat approved July 24, 1846.

The foregoing list includes the plats upon which the swamp land selections approved, rejected, and pending are designated as hereinbefore stated.

In reply to the last paragraph of said resolution, calling for information as to whether or not the beds of said lakes, or any parts of them, are claimed by the State of Louisiana, the Caddo Parish Levee Board, or by private parties; and if so, under color of what authority, claim, conveyance, or title; also whether any parts of the beds of said lakes have been entered upon, inclosed, or otherwise taken possession of, I have to state—

This office has no information in regard to any claim on the part of the State to the beds of said lakes other than shown by the selections by the State under the swamp land act of 1849, referred to above, some of which have been approved, some rejected, and some still pending.

There is nothing of record in this office in regard to a claim by the Caddo Parish levee board to any portion of the lands embraced in said lake beds.

As to the claims of private parties to lands within the limits of said lakes, the records show that certain lands embraced in the later surveys, which were extended over the areas represented as lake in the original township surveys, have been entered by individuals under the laws providing for the disposal of the public lands, and other lands are covered by selections under certain railroad grants.

Beyond the rights derived under such entries or claim made under the railroad selections, this office has no knowledge of the claims of private parties to any of the lands within said lake beds. It is assumed that parties who have made entry of these lands under the public land laws have taken possession of the lands so entered by them, but beyond the lands so entered this office is not informed as to whether any of the lands have been entered upon, inclosed, or otherwise taken possession of.

The resolution of the Senate is herewith returned.

Very respectfully,

E. F. BEST,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

T 17 - R 14 W.

North Western District La

Survey of the Grappe Claim by
G. N. Morse rec'd with Sur Gen'l
Letter of 24 June 1845 was cancelled

Rec'd 5th March 1839 with Sur Gen Letter
bearing Date 13th February 1839

Cross Lake

Route

Road

R R

V.S.T

Field

Dillander Field

Gangers Field

Williams Field

Russells Field

Doughtys Field

Lagoon

Shrieve Port

Road

Weatherbys Field

Hesters Field

Parsons Field

Madgarites Inn

Sec	Area	Sec	Area	Sec	Area
1	640 40	13	642 80	25	640 40
2	638 60	14	635 44	26	634 80
3	639. 72	15	644 60	27	644 52
4	386 86	16	639 60	28	640 40
5	328 20	17	638 72	29	639 00
6	126 08	18	643 60	30	642 40
7	568. 14	19	643 60	31	641 20
8	638 43	20	639 00	32	639 20
9	626 00	21	639 60	33	640 40
10	643. 60	22	645 12	34	642 00
11	636 88	23	634 84	35	637 40
12	640 80	24	642 00	36	640 40
	651 371		768 892		768 212
					768 892
					6513. 71
Total area					21 884 7.5

Table of Contents

Variation of the Needle 8°50' East
The South Boundary was Surveyed by John Boyd
D. Surv in the 2d 2m 1837 at a Variation of 8°45 E
The North East & West Boundaries Sectional
Lines & Traverse were Surveyed by R. N. Kelley
& J. P. Terrell. Deputy Surveyors in the 2d qr
of 1837 under Contracts of 1st April 1837
and paid for in the 2d qr of 1837
Amounting to 79 Miles 34 Chains & 62 Links

Surveyor Generals Office
Donaldsonville 13th February 1839

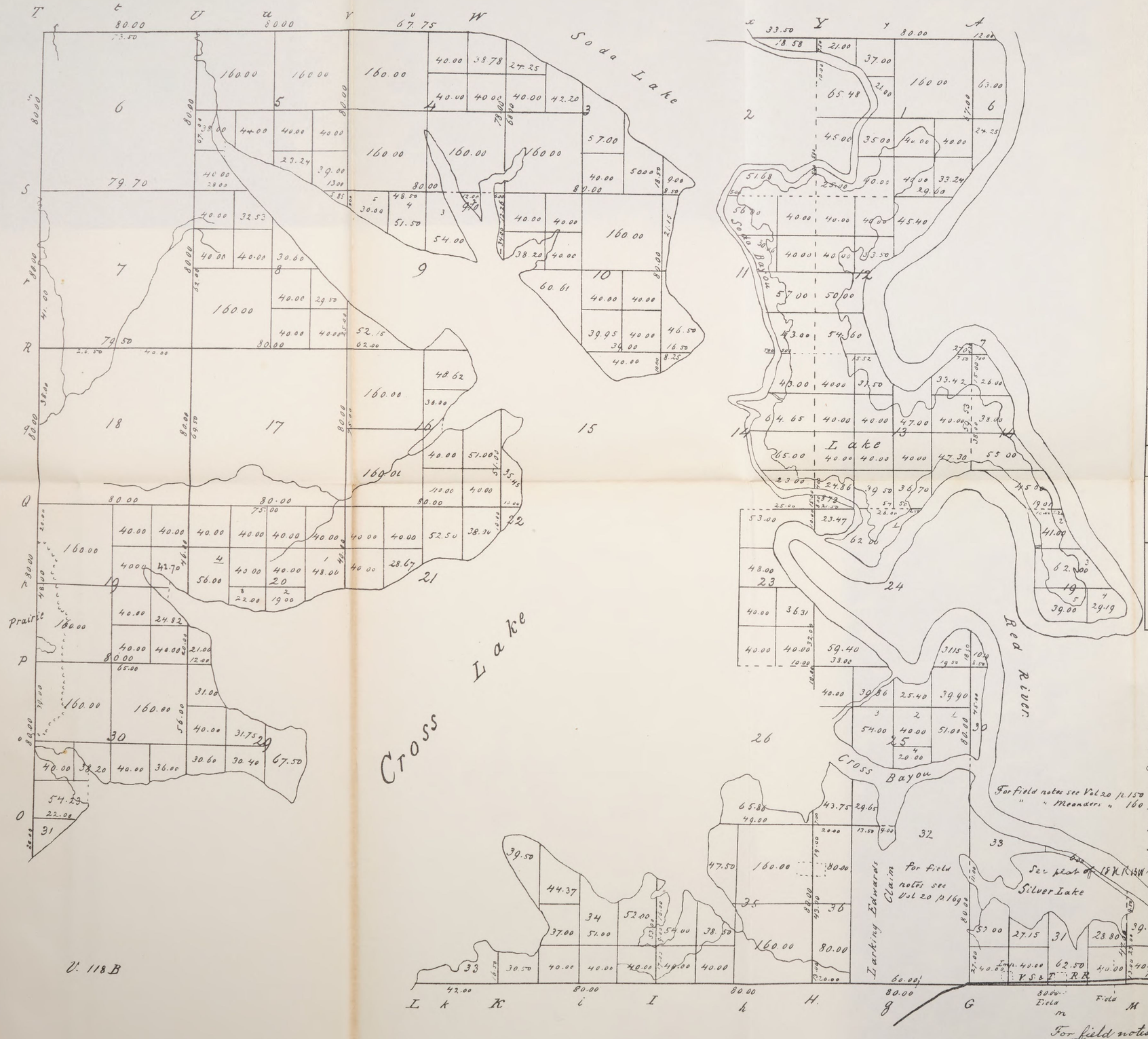
The above Township Map has been Compared with
the field notes on file in this Office
and is approved

A. H. Williams
Surveyor General La

V. 11 B 13

T 18 R 13 & 14 W North Western District La.

Rec.d Jany 27 with Sur Generals Letter of the 15th January 1840.



V. 118 B

Table of Contents of T 18 R 14 West

Sec	Area	Sec	Area	Sec	Area
1	602.72	13	549.31	25	
2		14		26	
3	413.45	15	75.45	29	231.25
4	638.78	16	569.62	32	528.43
5	584.24	17	640.00	01	24.17
6	638.80	18	638.00	33	47.22
7	636.60	19	627.52	34	374.37
8	498.48	20	406.00	35	540.00
9	209.61	21	239.17	36	160.00
10	538.78	22	5.00		
11		23			
12	306.20	24	176.02		

Total area

Sarking Edwards { Sec 33 T 18 R 13 W, Sec 37 " " 14 " } 634.34

Table of Contents T 18 R 13 West.

6	87.35	19	181.38	32	144.23
7	1.50	30	27.10		
18	165.00	31	296.45		
	254.85		544.93		144.23
					504.93
					254.85
Total area					903.01

Variation of the Needle 8° 45 ' East
The South Bdy of T 18 R 14 W was surveyed by Ferrell & Warren & is included in T 17 R 14 W. The East, West & North Boundaries, Sectional lines & Traverse of T 18 R 14 W and South & North Boundaries, Sectional lines and Traverse of T 18 R 13 W was surveyed in the 1st & 2nd Qrs of 1838 by A. P. Ferrell & A. W. Warren D. Surveyors under Contract of 20th Nov. 1837 & instructions dated Feby 5th 1838 and said for in the 3rd Qr of 1838 amounting to 101 Miles 71 Chains & 11 Links

13 44-67
85 22 4
101 71 11

Surveyor Generals Office
Donaldsonville 19th March 1839

The above Township map has been compared with the Field notes on file in this office — and is approved

B. H. Bellamy
Surveyor General La.

Rec.d with Surv Gen.ls letter of Nov.r 2.d 1871

T. 18 N. R. 14 W. *North Western Dist.ct La.*

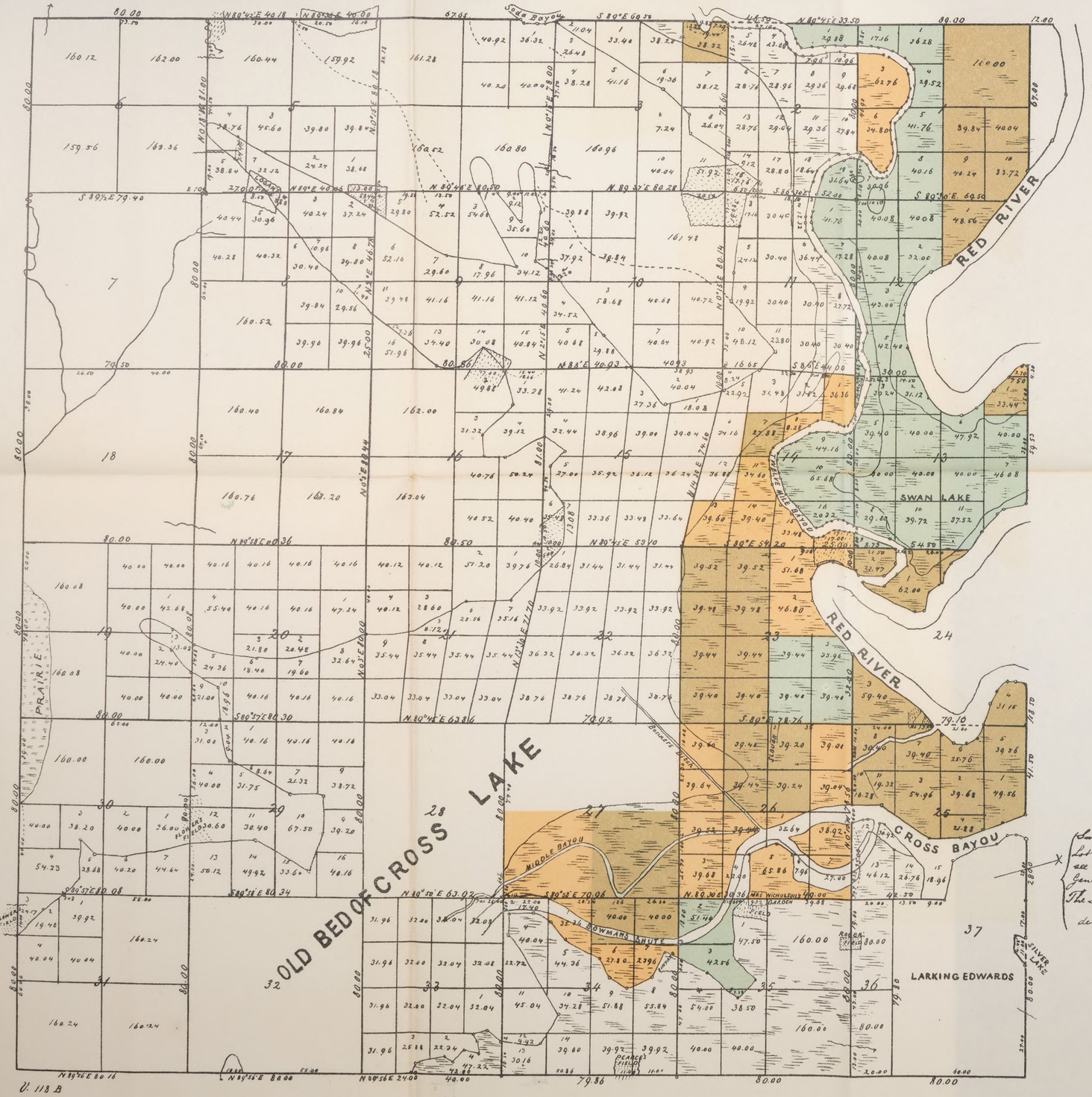


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Public Lands.

Sec	Area:	Sec	Area	Sec	Area	Sec	Area	Sec	Area	Sec	Area:
1	407.24	7	635.60	13	548.13	19	640.32	25	468.50	31	644.37
2	438.68	8	646.00	14	583.96	20	641.32	26	629.34	32	642.56
3	620.56	9	655.32	15	602.96	21	582.68	27	639.20	33	512.10
4	640.08	10	647.96	16	650.56	22	562.16	28	512.84	34	638.20
5	643.64	11	470.72	17	643.20	23	566.36	29	642.49	35	637.28
6	645.06	12	295.36	18	644.00	24	176.02	30	639.95	36	164.48

Total Public Lands 20508.06

Private Claims

37	Larking Edwards.	Act of Congress 2.nd Feb.y 1836.	558.62

Total Township 21066.68 Acres.

Variation of the Needle { by Terrell & Warren 8° 45' East / by J. P. Parsons 8° 45 East

The South Boundary of this Township was surveyed by Terrell & Kelly and was paid for on the 29.th day of June 1837. — The North, East and West Boundaries, Sectional Lines and Traverse were Surveyed in 1838, by J. P. Terrell and A. W. Warren D.S.rs under contract of 20.th November 1837, and Instructions of Feb.y 5.th 1838, and paid for in the 3.rd quarter of 1838 to J. P. Terrell and R. N. Kelly (See account approved August 1.st 1838

John P. Parsons, D. S. under contract with E. W. Foster, Surveyor General of Public Lands for the state of Louisiana, dated July 17.th 1871, resurveyed, from the 10.th of August to the 23.rd October 1871 the 1.st, 2.nd, 3.rd, 4.th, & 5.th Miles of North Bdry the South Boundary, except the two first miles; the 1.st & 2.nd Mile of the West Bdry, and 41.50 ch.s of the 2.nd Mile of the East Bdry. He also resurveyed the Sectional Lines (except those between 7 & 8 – 7 & 18 – 8 & 17 – 17 & 18 – 13 & 24 – 18 & 19 – 23 & 24 – 19 & 30 – 35 & 36, and 7.50 ch.s between Sec.s 12 & 13), the traverse of Twelve Mile Bayou, on both sides through Sections 1. 2. 11. 12. & 14, the northern part of Sec. 13, the traverse of Cross Lake through Sec.s 5 & 16, the traverse of Cross Bayou except in front of Larking Edwards Claim and the traverse of Red River in front of Sections 25

Subdivisions have been made, as far as practicable to correspond with those of the Map approved 19.th March 1839.

Survey of Lot No 15 on said Sec 25 as per letter to Sur Genl. Oct 25 / 73 also May 5 1873
The survey of Lot No 15 of Sec 25 restored to its original condition as surveyed by J. P. Parsons under his contract of July 17 1871 by decision of the Commr Gen'l Land Office dated July 25 1874. See to Sur Gen'l & Reg.r at Natchitoches La. same date.

Surveyor Generals Office
New Orleans La. Oct. 31.st 1871.

The above Township Map has been prepared from the approved Field Notes thereof now on file in this Office and is hereby approved.

E. W. Foster
Surveyor General La.

Swamp Approved . .
" Rejected . . .
" Pending . . .

V. 118 B

T 19 R 13 & 14 W

North Western District Louisiana

Recd 5th March 1839 with Surveyors bearing date 13th Febry 1839

Table of Contents

Sec	Area	Sec	Area	Sec	Area
2	187 00	15	547. 62	19	62. 56
3	507. 96	16		28	5. 22
4		21		29	216. 28
5		22		30	558. 81
9		23	636. 44	31	639. 20
10	613. 37	24	163. 02	32	640 40
11	337. 24	25	156 82	33	356 83
13	114. 82	26	605. 95	35	558 90
14	307 35	27		36	229 06

Total area

T. 19. R. 13 W.

30	690			31	110 39
	Total	area			6 90
					117 29



Variation of the Needle 8°45 East
The South Boundaries were surveyed by Terrell & Warren D. Surveyors and are included in T. 18 R. 13 & 14 W.
The West Boundary of T. 19 R. 14 W. was surveyed by Terrell & Warren D.S. and is included in T. 19 R. 15 W.
The North & East Bdys. Sect lines & Traverse of T. 19 R. 14 W. & Sect lines & Traverse of T. 19 R. 13 W. was surveyed by J.P. Terrell & W. Warren Deputy Surveyors in the 2d Qr of 1838 under Contracts of 20th June 1837 & instructions dated 5th Febry 1838 & paid for in the 3d Qr of 1838 amounting to 43 Miles 52 Chs & 15 Links

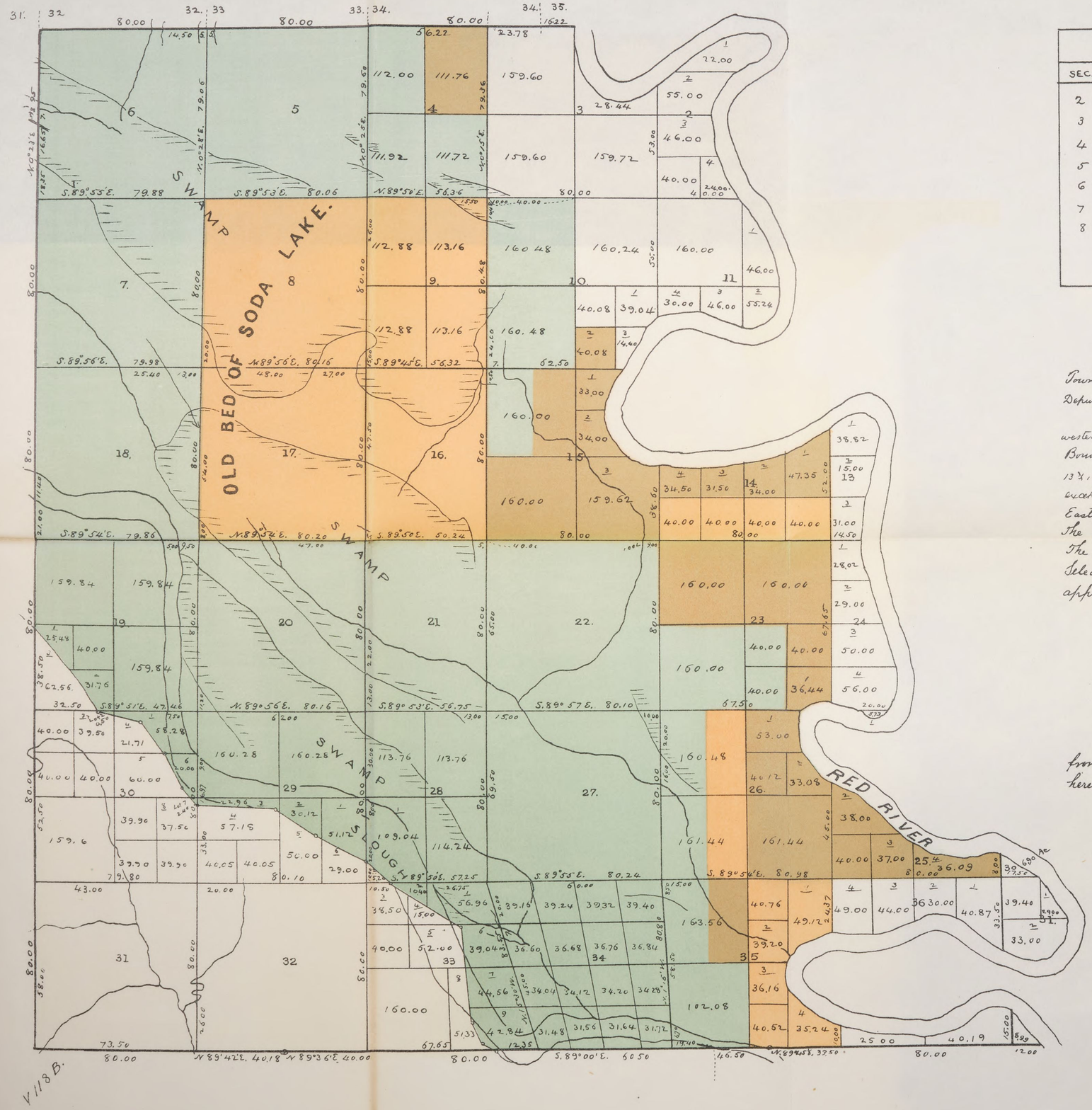
Surveyor Generals Office
Donaldsonville 13th February 1839

The above Township Map has been compared with the Field notes on file in this Office and is approved

J. H. McNairy
Surveyor General La

V. 118 B.

T.19N.R.14W. *North Western Distᵗ La.*



Recᵈ with S. G. Letter of Jany. 25, 1872

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SEC.	AREA	SEC.	AREA	SEC.	AREA	SEC	AREA	SEC.	AREA
2	187.00	9	452.08	17	641.44	24	163.02	31	639.20
3	507.36	10	614.80	18	638.36	25	156.82	32	641.12
4	447.40	11	337.24	19	639.32	26	609.56	33	550.63
5	634.88	13	114.82	20	641.44	27	641.36	34	567.04
6	631.60	14	307.35	21	451.92	28	456.00	35	566.64
7	639.04	15	546.62	22	640.40	29	641.04	36	229.06
8	640.88	16	450.24	23	636.44	30	639.19		

Variation by ---- { Terrell & Warren ..... 8°45' East
I. P. Parsons ..... 8°35 "

The North, East, South & West Boundaries of this Township and Sec. lines and Traverse were surveyed, so far as then practicable by Terrell & Warren Deputy Surveyors in 1838

JOHN P. PARSONS D.S—under contract dated 17th July 1871— surveyed the three western miles of North Boundary— five Eastern miles of South Boundary — all the West Boundary (except the 1st mile) all the meridians except those between Secs. 2 & 3-11 & 10 13 & 14 - 14 & 16 - 22 & 23 - 23 & 24 - 25 & 26 - 31 & 30 - 33 & 34 and 35 & 36 - all the Parallels except those between 2 & 11 - 10 & 15 - 13 & 24 - 14 & 23 - 23 & 26 - 24 & 25 - 25 & 36 and Eastern ½ mile bet. 3 & 10 and 15 & 22 - in the 3d quarter of 1871.
The North Boundary is included in T. 20 N. R. 14 W.
The South Boundary is included in T. 18 N. R. 14 W.
Selections of Swamp Lands have been made under the provisions of an act of Congress approved March 2d 1849- See list herewith transmitted.

Office of Surveyor General
District of Louisiana
New Orleans January 25th 1872
The above Township Map has been prepared from the approved field notes thereof now on file in this office and is hereby approved.

E. W. Foster
Surveyor General La

	ms.	chs.	lks.
Township Lines	5.	78.	95.
Section Lines	35.	71.	43.

Swamp Approved . .
" Rejected . . .
" Pending . . .

V 118 B.

T. XX . R XIV W.

North Western District La.

Table of Contents

Sec	Area	Sec	Area	Sec	Area
3	631.37	15	398 40	26	250. 64
4	639. 16	16	84. 49	27	643.00
5		17	631. 70	28	
6		18		29	
8		19		33	
9		20	628.00	34	601. 12
10	123. 83	21	480. 48	35	162. 04
11	203. 88	22	643. 00	36	154. 79
14	224. 30	23	313. 00		

Variation of the Needle 8°45'E

The North Boundary was surveyed by Williamson Jones Dep. Surv.
The South Boundary was surveyed by Terrell & Warren Dep Surv.
The West Boundary Sectional lines and Traverse were surveyed by A. W. Warren Deputy Surveyor in the 1st Quarter of 1839 and paid for in the 1st Quarter of 1840 Amounting to 37. miles 03 Chains and 88 Links.

Surveyor General's Office
Donaldsonville La. May 26th 1854

The attached sketch which correctly represents section 29 T. 20 N. R 14 W. North Western Dist. La as surveyed for the State of Louisiana in February 1854, by Thomas Hunter D. S. has been prepared from the Field notes returned by him to this Office, and is hereby approved

The section has been selected as swamp land accruing to the State under the act of 28th Sept.r 1850

W. L. Sullivan
Surveyor General La

Received with Surveyor Genl's letter of May 26, 1854. on file in swamp land division.

Section 29 contains 638 72 Acres
Variation of the Needle 9° East.

Surveyor Generals Office
Donaldsonville 17th February 1840

The above Township Map has been Compared with the Field notes on file in this office and is approved.

A. W. Williams
Surveyor General La.

Table of Contents					
Sec	AREA.	Sec.	AREA	Sec.	AREA.
5.	659.52	8	646.40	17	646.44

Variation 8°55' East

Surveyor Generals Office
Donaldsonville La. Sept 26th 1856

The attached sketch which correctly represents Sections 5 & 17 T 20 N. R 14 W. North Western Dist. La. as Surveyed for the State of Louisiana, in the 4th qr. of 1854, by Thomas Hunter Deputy Surveyor has been prepared from the approved field notes returned by him to this office, and is hereby approved

Swamp lands accruing to the State of Louisiana under the act of congress approved 2nd March 1849 have been selected in secs. 5 & 8. See List herewith transmitted

W. J. M. Culloch
Sur. Genl La.

V 118 B

T. 20 N. R. 14 W. *North Western Dist.t La.*

Duplicate

Rec.d with S.G. Letter of Janry. 25. 1872.

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SEC.	AREA	SEC.	AREA	SEC.	AREA	SEC.	AREA	SEC	AREA.
3	331.37	9	329.55	17	646.64	23	313.00	31	575.88
4	689.24	10	123.00	18	642.44	26	250.64	32	591.84
5	659.52	11	203.88	19	631.40	27	644.32	33	595.80
6	634.40	14	227.10	20	613.00	28	639.36	34	601.00
7	631.24	15	398.40	21	480 48	29	638.72	35	162.04
8	640.12	16	84.49	22	643.00	30	639.60		

Variation by ..... Jones ..... 8° 50′ East
Terrell & Warren ..... 8° 45′ "
Hunter ..... 9° 00′ "
Parsons ..... 8° 35′ "

WILLIAMSON JONES D. S. — originally surveyed the North Boundary of this Township in 1837

TERRELL & WARREN D.S.— originally surveyed so much of the South Boundary as was then practicable (See Map approved February 17th. 1840) in the 1st quarter of 1838.

JOHN P. TERRELL D. S. — originally surveyed the fractional Secs. 35 & 36 in the bend of the River in December 1839.

A.W. WARREN D. S. — originally surveyed the northern 50 chains of the West Boundary the Traverse of Red River and the interior sections lines so far as then practicable in 1st quarter of 1839 (See Map above referred to)

THOMAS HUNTER D. S. — surveyed for the State of Louisiana all the boundary lines of Section 29 in February 1854— He also resurveyed for the State the 5th mile of the North Boundary and surveyed the lines between Secs. 4 & 5, 5 & 6, 5 & 8 7 & 8. 8 & 17, 17 & 18, 17 & 20 in 1856.

JOHN P. PARSONS, D S — under Contract dated 17th July 1871 surveyed the West Boundary of the Township, the 6th mile of North Boundary, the four western miles of South Boundary — the North Boundary lines of Secs. 7. 18. 19, 30, 31, 33, 34 — the East boundary lines of Secs 7, 19, 28, 31, 32. 33, in the 2d quarter of 1871. The West Boundary is included in his account for T. 20 N. R. 15 W.

Selections of Swamp Lands have been made in accordance with an act of Congress dated March 28 1849 — See list herewith transmitted

Office of Surveyor Generals
District of Louisiana.
New Orleans January 25th 1872

The above Township has been prepared from the approved field notes thereof now on file in this office and is hereby approved.

E W Foster
Surveyor General La.

	ms. chs. lks.
Township Lines	5. 00. 00
Section Lines	12. 59. 29.

Swamp Approved . .
" Rejected . . .
" Pending . . .

V. 118 B.

T 17 R 15 W

North Western District La

Recd 5 March 1839 with Sen Lands Letter bearing date 13th Feby 1839

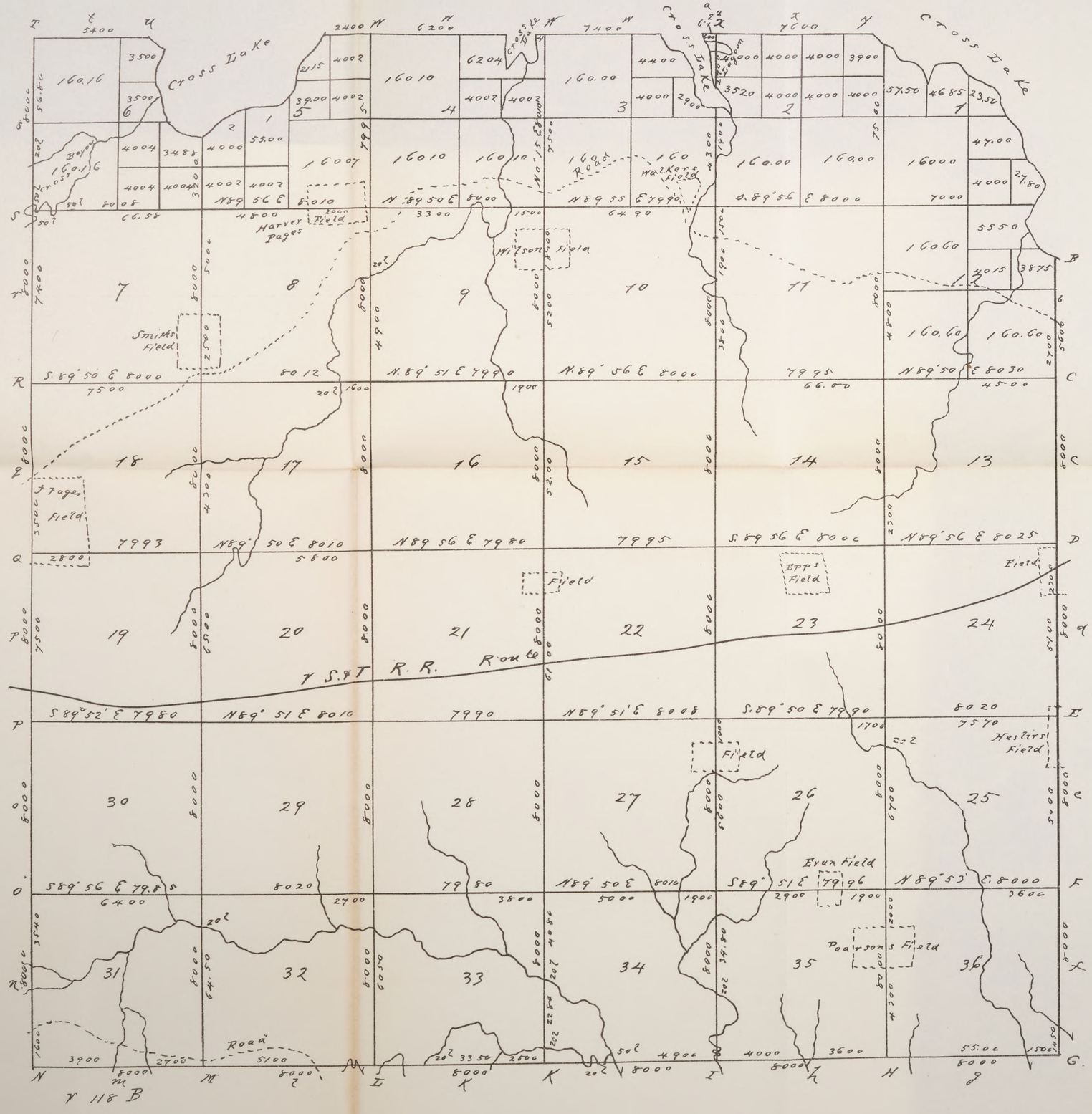


Table of contents

Sec	Area	Sec	Area	Sec	Area
1	40268	13	64220	25	640 80
2	63420	14	639 80	26	639 44
3	599 22	15	639 80	27	640 72
4	62235	16	638 80	28	638 80
5	47600	17	640 88	29	641 20
6	545 32	18	639 72	30	638 60
7	640 32	19	638 92	31	639 40
8	640 88	20	640 80	32	640 80
9	639 60	21	638 80	33	639 20
10	639 60	22	640 12	34	640 40
11	639 80	23	639 60	35	639 84
12	61620	24	641 80	36	640 00
	709620		768124		767920
					768124
					709620
				Total area	2245664

Variation of the Needle 8° 50 East
The East Boy was surveyed by Kelly & Jewell & Surveyors & is included in T 17 R 14 W
The South Boy was surveyed by John Boyd D. S. in 1837 at a variation of 8° 50 E
The North & west Boundaries Sectional lines & Traverse were surveyed by R N Kelly & J P Jewell Depty Surveyors in the 2nd Qr of 1837 under Contract of 1st April 1837 and paid for in the 2nd Qr & Amounting to 74 Miles 79 Chains & 62 Links

Surveyor Generals Office
Donaldsonville 13th February 1839
The above Township map has been compared with the Field notes on file in the office and is approved

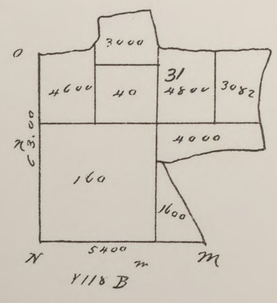
H H Williams
Surveyor General

T 18 S R 15 W

North Western District Louisiana

Rec'd with Surv. Genl's Ltr
31 August 1839





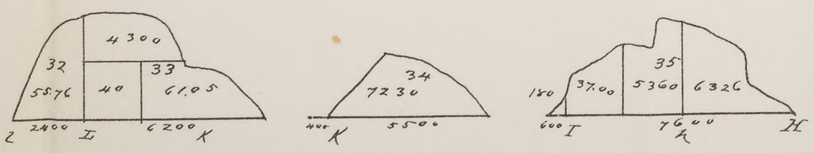


Table of Contents

Sec	Area	Sec	Area	Sec	Area
1	640 00	13	586 36	25	287 55
2	640 00	14	495 96	27	6 12
3	640 00	15	641 20	28	23 44
4	640 00	16	639 40	29	17 32
5	639 64	17	611 55	30	142 83
6	640 00	18	638 20	31	410 82
7	639 00	19	635 13	32	55 76
8	639 64	20	207 97	33	144 05
9	639 40	21	390 82	34	74 10
10	641 20	22	341 62	35	153 26
11	640 60	23	360 63	36	6 12
12	640 00	24	383 62		
	771 948		593 246		1376 37
					593 246
					771 948
Total area					1502831

Variation of the Needle 8°45' East
The East Boundary was surveyed by Terrell & Warren D S & is included in T. 18 R 14 W
The south bdy was surveyed by Kelley & Terrell D S & is included in T 17 R 15 W
The North & west Boundaries, Sectional lines & Traverse were surveyed by J P Terrell & A. W. Warren Deputy Surveyors in the 2nd Qr of 1838 under contract of 1st April 1837 & instructions dated April 1st 1837 and paid for in the 3d Qr of 1838 amounting to 71 miles 43 Chains & 88 Links

Surveyor Generals Office
Donaldsonville 19th March 1839
The above Township may be connected with the Field notes on file in this office and is approved

J. H. Williams
Surveyor General La

T 19 - R 15 W

North Western District Louisiana

Recd with S.G. letter of 31 Aug 1839



Table of Contents

Sec	Area	Sec	Area	Sec	Area
4	277 90	17	640 60	28	639 20
5	623 24	18	637 20	29	641 40
6	637.72	19	637.80	30	637.80
7	637.00	20	640 60	31	638 60
8	639 04	21	639 00	32	640 80
9	636 18	22	640 80	33	639 20
10	89 88	23	641 00	34	640 00
13	12 06	24	4 61 21	35	640 00
14	383 62	25	640 00	36	640 00
15	559 73	26	640 40		
16	639.00	27	640 80		
	5145.37		6859 43		5757.00
					6859 43
					5145 37
	Total area —				17761 80

Variation of the Needle 8°45' East
The South Bdy was surveyed by Terrell & Warren
D S & C included in T 18 R 15 West
The North, East & West Boundaries Sectional
Lines & Traverse were surveyed by S P Terrell
& A W Warren Dep Surveyor in the 2nd Qr of
1838 under contract of 1st April 1837 and
instructions dated April 1st 1837
and paid for in the 3d Qr of 1838
Amounting to 63 miles 36 chains & 45 Links

Surveyor Generals Office
Donaldsonville 18th March 1839
The above Township map has been compared
with the Field notes on file in this
office and is approved

D. W. Williams
Surveyor Genl La

T 20 R 15 W.

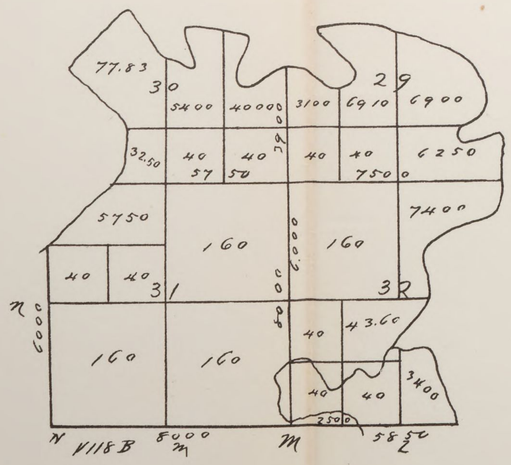
North Western District Ia

Recd with Surv Genls Letter of Augs 31st 1839

Clear Lake



Soda Lake



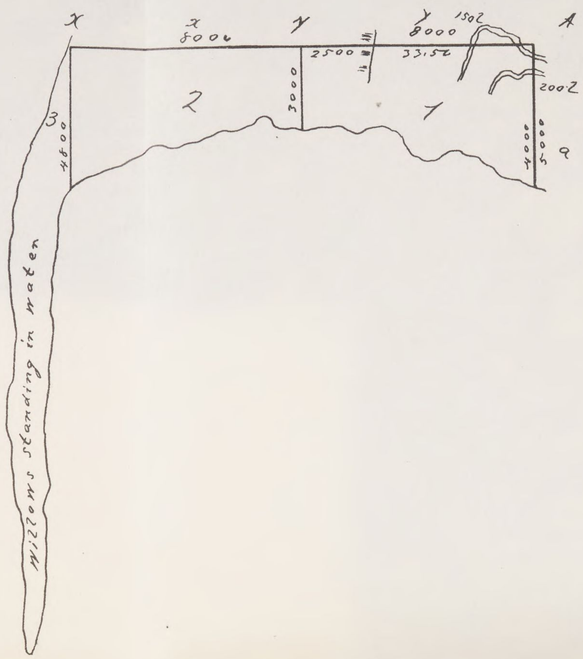


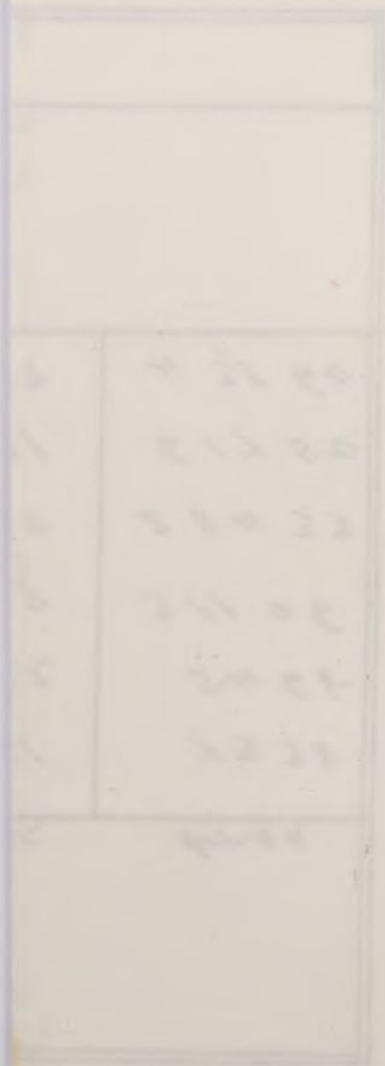
Table of Contents

Sec	Area	Sec	Area	Sec	Area
1		15	8140	21	7338
2		16	58973	22	5468
6	1.87	17	63802	29	3106
7	52402	18	64084	30	28433
8	3.11 50	19	43675	31	61752
9	10458	20	35333	32	43160

Variation of the Needle 8°45' East
The North Boundary was surveyed by
Williamson Jones Deputy Surveyor
The South Boundary was surveyed by
Terrell & Warren Deputy Surveyors
The East Boundary was surveyed by
A W Warren Deputy Surveyor and is
included in T 20 R 14 W
The West Boundary, Section lines and
Traverse were surveyed by A W Warren
Deputy Surveyor in the 3d Quarter of 1839
under Contract of 5th January 1839
and paid for in the 2nd Quarter of 1839
amounting to 32 miles 63 Chains & 96 Links

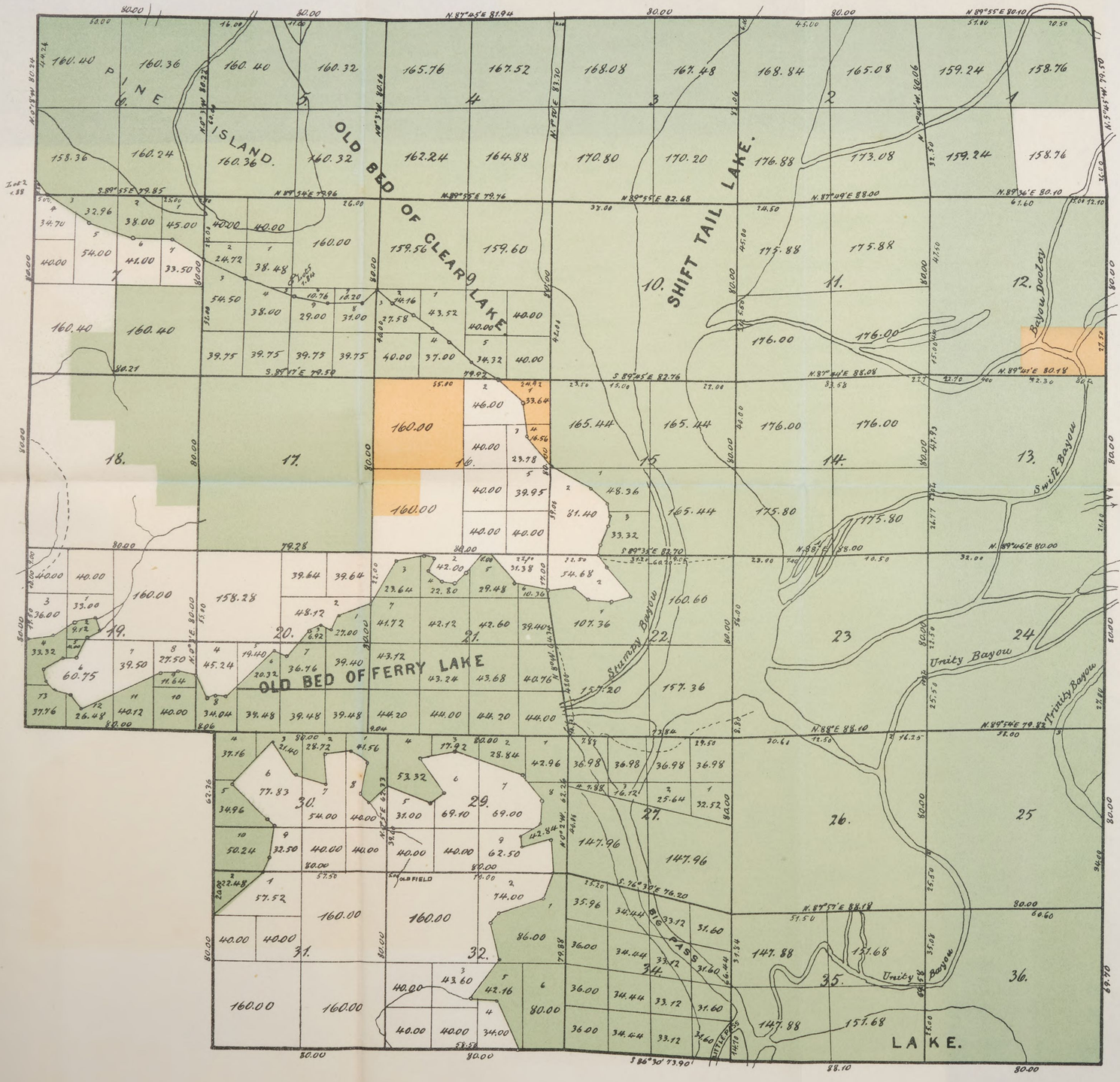
Surveyor Generals Office
Donaldsonville August 31st 1839
The above Township map has been compared
with the Field notes on file in this office
and is approved

J H Williams
Surveyor General



T. 20 N. R. 15 W. *North Western Dist.ct La.*

Duplicate
Rec.d with S. Slatter of Jany. 4. 1872
No Report 22. 192



Vol. 118B.

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PUBLIC LAND

Sec.	Area	Sec.	Area	Sec.	Area	Sec.	Area	Sec.	Area	Sec.	Area
1	636.00	7	639.86	13	640.72	19	639.19	25	639.28	31	640.00
2	683.88	8	637.50	14	703.60	20	633.20	26	705.12	32	639.76
3	676.56	9	635.74	15	659.40	21	672.70	27	526.04	—	
4	660.40	10	661.60	16	639.93	22	637.20			34	540.60
5	641.40	11	703.76	17	635.12	23	704.40	29	497.48	35	599.12
6	641.24	12	641.12	18	640.88	24	639.28	30	498.37	36	557.12

Variation . . . . . 8° 45' East
by Parsons . . . . . 8° 35' East

WILLIAMSON JONES, D. S. originally surveyed the 1st and 2nd miles of the North Boundary in the 4th qr of 1837 and was paid for March 1st 1838

TERRELL & WARREN D. S. originally surveyed one mile and 58.50 chs. of the South Boundary in the 2d quarter of 1838 See account of Terrell & Kelly approved August 1st 1838.

A. W. WARREN – D. S. originally surveyed the northern 50 chs. of the East Boundary in 1st quarter of 1839, and was paid February 17th 1840– He also surveyed in the same quarter so much of the West Boundary and Sectional lines as are exterior to the old bed of the Lake and the traverse of the same– See account of Terrell and Warren approved May 17th 1839–

J. P. PARSONS. – D. S. under contract of 17th July 1871 re-surveyed the above mentioned surveys except (West Boundary of Secs. 7 & 18– South, East, and 60 chs. of West Boundary of Sec. 31– Section lines between 8 & 17 – 7 & 18– 18 & 19– 16 & 21– 16 & 17 – 17 & 18 and Traverse of Lakes) and originally surveyed the remainder of this Township in the 4th. quarter of 1871.

Surveyor General's Office
New Orleans La January 3d 1872.
The above Township has been prepared from the approved field notes thereof now on file in this office and is hereby approved.

E. N. Porter
Surveyor General La

Swamp Approved . .
" Pending . . .

T 21 R 15 W

North Western District La

Rec'd 5th March 1839 with the Surveyor's letter bearing date 13th Feby 1839

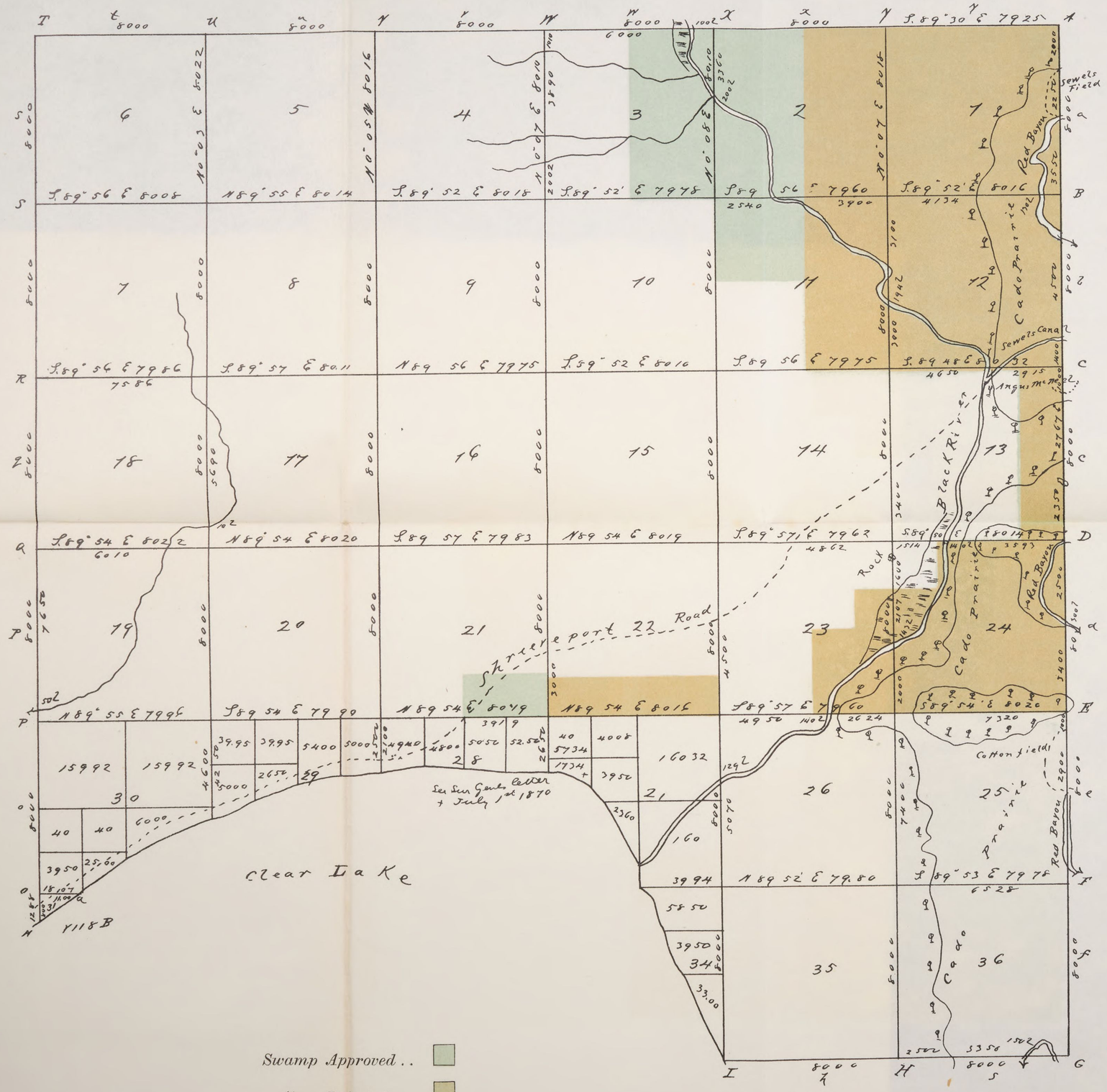


Table of Contents.

Sec	Area	Sec	Area	Sec	Area
1	63836	13	64184	25	63972
2	63952	14	63748	26	63760
3	63992	15	64116	27	48084
4	64176	16	63832	28	20040
5	64208	17	64124	29	26040
6	64020	18	64032	30	52434
7	63976	19	64072	31	1100
8	64100	20	64040	32	
9	63972	21	64008	33	
10	63952	22	64140	34	13100
11	63740	23	63688	35	63920
12	64192	24	64136	36	63912
	68216		76820		41382
					76820
					76816
Total area					195718

Variation of the Needle 8 50' East
The East Boundary was surveyed by W Jones Dep Surveyor & included in T 21 R 14 W
The North South & West Boundaries Sectional lines & Traverse were surveyed by Williamson Jones Deputy Surveyor in the 4th qr of 1837 under Contract of 21st October 1837 and paid for in the 1st qr of 1838 Amounting to 70 miles 31 Chains & 43 Links

Surveyor Generals Office
Donaldsonville 13th February 1839
The above Township map has been compared with the Field notes on file in this Office and is approved

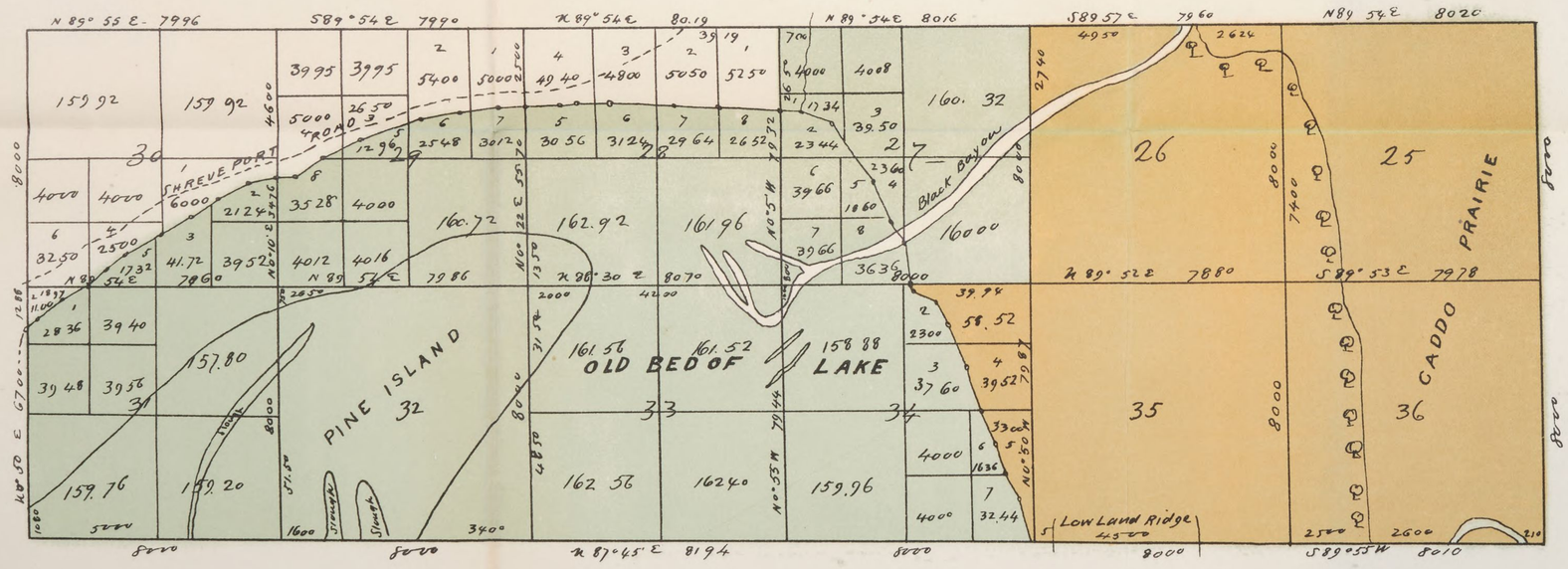
J H Williams
Surveyor Genl La

Recd with S. G. Letter of Jany 4, 1872

Duplicate

No Reports 22/92

T. 21 N. R. 15 W. North Western District.



V118 B

TABLE OF CONTENTS							
Sec	Area	Sec	Area	Sec	Area	Sec	Area
25	639 92	28	643.24	31	634 56	34	639 28
26	637 60	29	645.24	32	639 44	35	638.72
27	638 56	30	644.14	33	648 04	36	639.12

Variation of the Needle 8° 35 E

J. P. PARSONS D.S under contract dated 17th July 1871 originally surveyed all the lines above represented, passing through the old bed of Clear Lake and re-surveyed the eastern two miles of the South Boundary, 12,88 chs of the 1st mile of the West Boundary, lines exterior to Clear Lake between 27 & 28 29 & 30 30 & 31 – 27 & 34 and Western boundaries of Sections 26 & 36, also the traverse of Clear Lake through Section 30 in the 3d & 4th quarters of 1871

Swamp Approved . .

" Rejected . . .

Surveyor Generals Office
New Orleans La January 3d 1872

The above Diagram has been prepared from the approved field notes thereof now on file in this Office, and is hereby approved

E. N. Foster
Surveyor General La

T 19 R 16 W.

North Western District Louisiana.

Rec.d 5th March 1839 with Sur. Gen.l's letter bearing date 13th Feb.y 1839.



Table of contents

Sec.	Area	Sec.	Area	Sec.	Area
1	639.20	13	640.00	25	638.56
2	638.40	14	641.00	26	640.40
3	639.08	15	641.68	27	640.32
4	638.40	16	640.40	28	638.40
5	637.60	17	641.20	29	642.40
6	635.60	18	635.38	30	620.40
7	635.60	19	620.72	31	619.92
8	641.20	20	640.40	32	642.00
9	640.00	21	638.00	33	640.40
10	640.56	22	641.00	34	640.32
11	640.60	23	640.40	35	640.40
12	640.00	24	639.76	36	638.80
	7666.24		7699.94		766 332
					7699.44
					7666.24
				Total area	23029.50

Variation of the Needle 8°45 East

The South Boundary was surveyed by Terrell & Warren D. S. & is included in T. 18 R. 16 W.

The East Bdy. was surveyed by Terrell & Warren D. S. and is included in T. 19 R. 15 W.

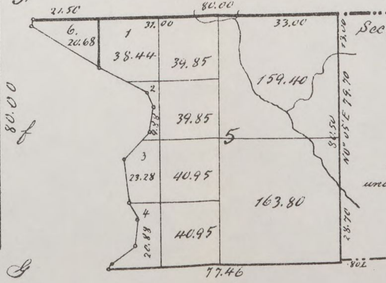
The North & West Boundaries & sectional lines were surveyed by Terrell & Warren Deputy Surveyors in the 2d Qr. of 1838 under Contract of 1st April 1837 & instructions dated 5th 1838 and paid for in the 3d Qr. of 1838 amounting to 68 miles 40 chains & 24 Links.

Surveyor Generals Office.
Donaldsonville 13th February 1839

The above Township map has been Compared with the Field notes on file in this Office.

A. Williams
Surveyor General La.

Rec.d with S. Gen.l's letter of 31st March 1854



Surveyor Generals Office
Donaldsonville La. 31st March 1854

The above sketch has been examined and compared with the approved Field notes thereof, now on file in this Office found correct and is hereby approved.

Wm. S. de Cullon
Surveyor General La.

TRAVERSE OF FERRY LAKE

Sec. 5	N 36½ E	1.10	Sec. 5	N 30 W	7.20	Sec. 5	N 13 E	8.70	Sec. 6	N 59 W	26.00
	N 57 E	9.70		N 0 W	16.60		N 22 W	M. 00		N 13½ E	2.71
	N 35½ E	11.90		N 45 E	12.00		N 61 W	1.20			

T 19 N. R 16 W North Western District Louisiana

Recd with S. G. Letter of 24th July 1846

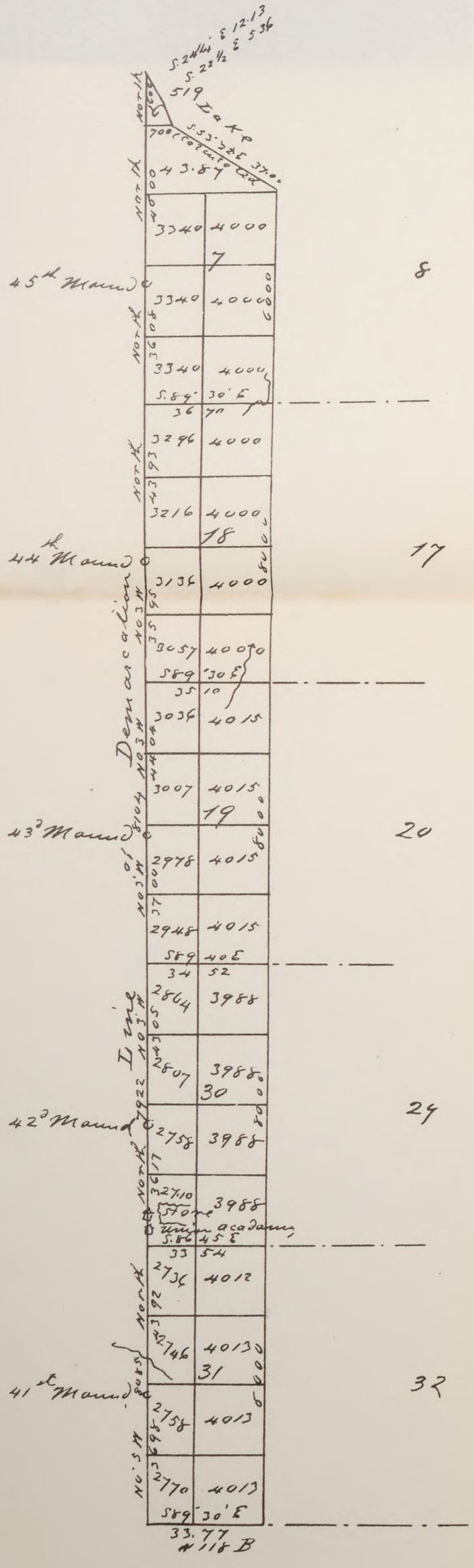


Table of Contents

Section	Area	Section	Area	Section	Area
6	519	18	28698	30	27091
7	26407	19	28029	31	27061
	26926		26926		83653
			83653		137805

Total of Land . . . . . 137805 acres

Variation of the Needle for the Boundary line adopted by G W. Morse 9°17'30" East
Variation on the Section lines by J P Terrell & A W. Warren 8°45' East

The Line of Demarcation was surveyed by the Joint Commission of the United States & Texas in the spring of 1841

The Township was surveyed by J P Terrell & A W Warren Dep Sur in the 2d quarter of 1838 under contract of April 1st 1837

The Line of Demarcation remeasured and connections taken to the nearest section corners by George W Morse Dep Sur in the 4th quarter of 1846 under contract of December 23d 1845.

Surveyor Generals office
Donaldsonville La July 24 1846

The adjacent Diagram has been examined and compared with the approved field-notes thereof now on file in this office found correct and is hereby approved

P T Landy
Sur G La

T 20 R 16 W

North Western District La

Rec'd with Surveyor Genls Letter of Aug 31 1839



Table of Contents

Sec	Area	Sec	Area	Sec	Area
1	49837	11	42281	26	8263
2	64200	12	57100	27	46587
3	53580	13	15500	28	7182
4	125	17	49645	32	13156
5	45147	18	64300	33	54320
6	64000	19	53923	34	63700
7	64000	20	15967	35	62388
8	32715	24	11486	36	61300
10	28988	25	2925		
	402592		313021		317196
					313021
					402592
	Total area				1032509

Variation of the Needle 8° 45' East
The North Boundary was surveyed by Williamson Jones Deputy Surveyor and is included in T 21 R 16 W
The South Bdy was surveyed by Terrell and Warren Deputy Surveyors and is included in T 19 R 16 W
The East Boundary was surveyed by A W Warren Dep Surveyor & is included in T 20 R 15 W
The West Boundary Section lines and traverse were surveyed by A W Warren Deputy Surveyor in the 1st Quarter of 1839 under Contract of 5th January 1839 and laid for in the Second quarter of 1839 amounting to 50 Miles 26 Chains and 93 Links

Surveyor Genrals Office
Donaldsonville August 31st 1839

The above Township map has been compared with the Field notes on file in this Office and is approved

H Williamson
Surveyor General

Duplicate

Rec'd with Surv Gen's letter of Augt 19 1871

T. 20 N. R. 16 W. North Western Dist.ct La.

Table of Traverse									
In front of Sec 4		N 39½ W	300	S 24 W	400	S 76 E	1 00
N 2 E	600	N 31½ W	350	South	300	N 30 E	11 00
N 15° W	300	S 84 W	600	S 31 E	400	In front of Sec 10	
N 4½ E	250	S 13° W	150	S 57 E	1100	N 30 E	9 30
N 16 W	250	N 83 W	300	S 65 E	500	N 78 E	3 00
S 86½ W	250	S 39 W	200	S 36 E	400	N 43 W	2 00
S 37° W	450	S 8 E	450	S 3 E	500	N 20 E	10 00
S 33¼ W	450	S 57 E	350	S 11 W	300		
S 63 W	450	In front of Sec 9		S 24½ E	900		
N 81 W	280	S 28½ E	1000	N 88½ E	1100		

CONTENTS

Sec 4 ---- 242.8 acs , Sec 9 ---- 179.60 Ac, Sec 10 ---- 76.24 ac

Variation of the Needle 6°½ East

Byron Bradley Bristol D.S under Contract of June 26th 1871, Surveyed all the lines and traverse of Sections 4, 9 & 10 as hereon represented on the 26th & 27th July 1871

Swamp Lands have been selected under the act of March 2d 1849 See list herewith transmitted

Surveyor Genl's Office
New Orleans La 18th August 1871

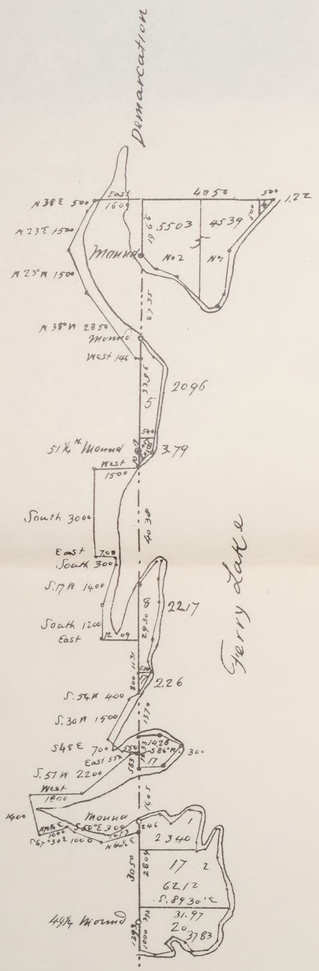
The above Diagram Corrective of T. 20 N R 16 W. North Western Dist.ct La, has been examined and compared with the field notes thereof now on file in this Office, found correct, & is hereby approved

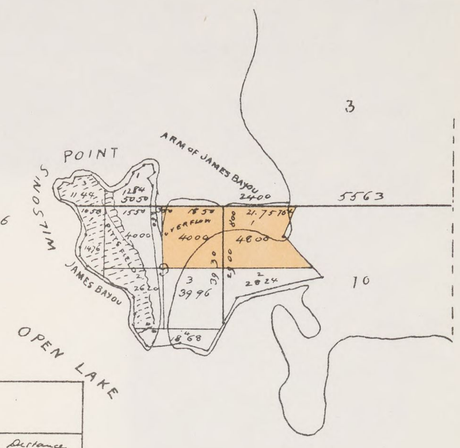
E. W. Foster
Surveyor General La

Rec'd with S. Gen's letter of 31st March 1854

T 20 N. R 16 W North Western District Louisiana

Rec'd with S Gl's letter of 25 July 1846





Traverse of Ferry Lake											
Sec	Courses	Distance	Sec	Courses	Distance	Sec	Courses	Distance	Sec	Courses	Distance
4	S 45° W	700		N 5° E	459		S 42 W	900		S 34½ W	800
	S 38½ W	1600					S 82½ W	700	17	N 43¼ W	500
	S 7½ W	1500		N 26° W	370		S 71 W	276		S 79¾ W	734
	S 28 W	400		N 13½ E	822					S 74 E	600
	S 62 W	400	8	N 9° E	1224		N 7½ W	700		N 75½ E	700
	N 45½ W	1500		N 3 W	800		N 16½ W	1100		N 42½ W	400
5	N 66° W	900		N 8° E	700	17	North	1000		N 55 E	300
	N 47¾ W	585		West	200		West	100		S 66° E	500
				S 35° W	1100		S 27½ W	900	20	S 30 E	400
	N 7½ E	2400		N 34½ E	970		S 56 W	300		N 79½° E	600
	N 39 W	500					N 11° E	350		N 49½ E	500
	N 40½ W	827	19	N 83½ E	800		N 6½ E	1000		North	500
8	N 41¾ E	750		S 59° E	900		N 76° W	500		N 34° E	618

Table of Contents									
Section	Area	Section	Area	Section	Area	Section	Area	Section	Area
4	122	5	121.38	8	25.96	17	101.98	20	37 83

Variation of the Needle 9°17' 30" East as adopted by G.W. Morse for the Boundary Line
Variation on the Section lines by A.W. Warren 8° 45' East

The Line of Demarcation was surveyed by the Joint Commission of the United States & Texas in the Spring of 1841

The Townships (the East & West Boundaries & Section lines) was Surveyed by A. W. Warren Dep.ty Sur in the 1st quarter of 1839 under Contract of the 5th January 1839

The North Boundary was surveyed by Williamson Jones Dep.ty Sur

The South Boundary was surveyed by Gerrell & Warren Dep.ty Surs

The Line of Demarcation remeasured and connections taken to the nearest section corners by George W. Morse Dep.ty Sur in the 1st quarter of 1846 under Contracts of 23 Day of December 1845

Surveyor Generals Office
Donaldsonville La July 24. 1846

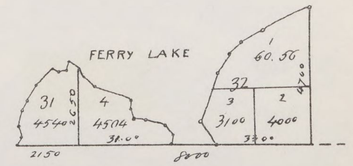
The adjacent Diagram has been examined and compared with the approved field notes thereof now on file in this Office, found correct and is hereby approved

J. J. Landry
Surveyor Gen.l La

V 1183

T. 20 N. R 16 W

North Western District La



TRAVERSE OF FERRY LAKE											
Sec 31	N 28 E	750	Sec 31	N 44 E	800	Sec 32	N 23 E	330	Sec 32	S 81 E	420
	N 11 W	350		S 75 E	274		N 46½ E	520		S 76 E	650
	N 15 E	550		N 89 E	200		S 71 E	1350		S 37 E	430
	N 23½ E	400		N 19 E	500		South	850		S 11 W	404
	N 33½ E	570		S 60½ E	385		S 13 E	400			

Swamp Pending . . .

Section 31 contains 45 40 acres
32 176 60
} Grand Area 222 00 Acres

Variation of the Needle 8° 45' East

No swamp land reported

Surveyor Generals Office
Donaldsonville La 31st March 1854

The above Sketch representing the corrected Survey of Sec 31 and Lot 4 of Sec 32 T 20 N R 16 W North Western District La executed by Robert Boyd Deputy Surveyor under an order from the Surveyor General of La bearing Date the 28th February 1854 and issued in accordance with communicated Instructions dated May 9th 1854 has been examined and compared with the approved field notes thereof, now on file in this Office found correct and is hereby approved

J. M. Culloch
Surveyor General La

T 21 N R 16 W

North Western District La

Rec'd 5th March 1839 with Sur Gen'l Letter
bearing Date 13th Feby 1839

Table of contents					
Sec	Area	Sec	Area	Sec	Area
1	637 52	13	639 68	25	641 28
2	640 96	14	640 88	26	640 00
3	640 44	15	640 88	27	640 00
4	640 80	16	640 00	28	640 36
5	640 00	17	640 64	29	641 28
6	640 88	18	640 92	30	641 20
7	641 18	19	641 44	31	640 48
8	640 00	20	641 36	32	640 56
9	640 80	21	640 36	33	640 00
10	641 32	22	640 00	34	640 00
11	641 36	23	640 00	35	640 00
12	641 44	24	639 68	36	639 84
	768660		768584		754500
					768584
					768660
	Total area				2291744

Variation of the Needle 8° 50 East
The East Boundary was surveyed by W Innes
Dep Surveyor & is included in T 21 R 15 E
The North South & West Boundaries Sectional
lines & Traverses were surveyed by Williamson
Jones Deputy Surveyor in the 4th Qr of 1837
under Contract of 21 of October 1837
and paid for in the 1st Qr of 1838
amounting to 64 miles 42 Chains
and 96 links

Surveyor Genl Office
Donaldsonville 15th February 1839

The above Township map has been
compared with the Field notes on file
in this office and is approved

H H Williams
Sur Genl La

Swamp Approved . .
" Rejected . . .
" Pending . . .

T. 21. N. R. 16. W. N. W. District. La

Rec'd with S. G. Letter of 24 July 1846

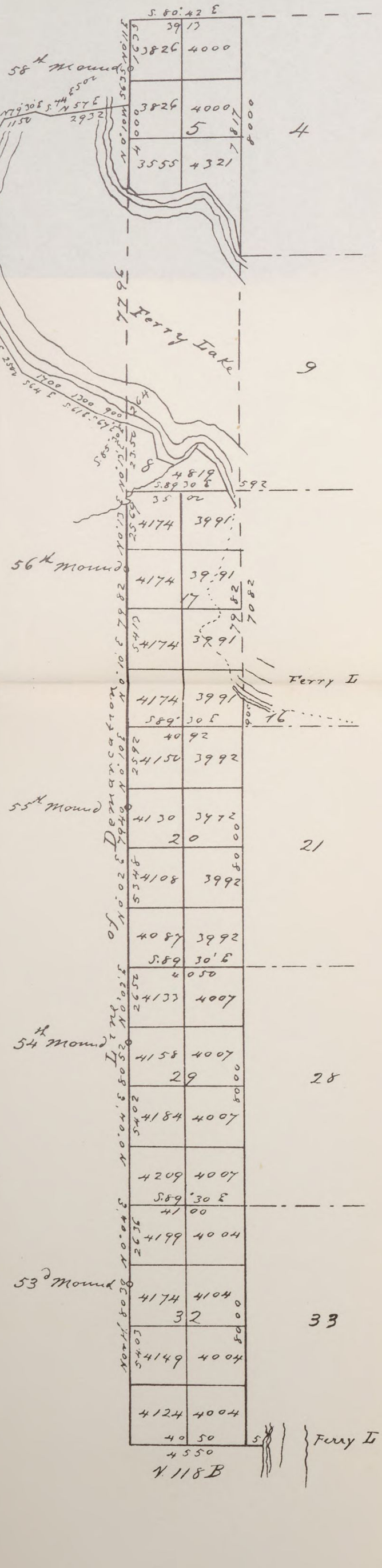


Table of Traverse								
Sec.	Courses	Dist	Sec.	Courses	Dist	Sec.	Courses	Dist
8	S. 70° 00' E	10.00	8	N 41° 00' E	50 l.	5	S. 47° 00' E	40 l.
"	" 9° 30'	9.00	"	S. 51° 00'	9.00	"	East	72 00
"	" 69° 00'	5.00	"	" 19° 30'	9.97	"	N 76° 30' E	12 00
"	" 30° 00'	1.00				"	S 41° 00'	15 00
	N 62° 00'	6.00				"	" 14' 45	11 04

Table of Contents					
Section	Area	Section	Area	Section	Area
5	235 28	17	326 60	29	327 12
8	48.19	20	324 43	32	326 62

Variation of the Needle for the Boundary line adopted by G. W. Morse 9° 17' 30" E

Variation on the section lines by Williamson James 8° 50' East

The lines of Demarcation was surveyed by the joint Commission of the United States and Texas in the spring of 1841. The Township was surveyed by Williamson James Dep. Sur. in the 4th quarter of 1837 under contract of 21st October 1837

The lines of Demarcation re-measured and connections taken to the nearest section corners by George W. Morse Deputy Surveyor in the 1st quarter of 1846, under Contract of 23d. December 1845

Surveyor General's office
Donaldson La July 24 1846

The adjacent Diagram has been examined and compared with the approved field notes thereof now on file in this office found correct and is hereby approved

T. J. Landy
Sur Gen'l La

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 102.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 4, 1896.—Referred to the Committee on Appropriations and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE ACTING SECRETARY OF THE TREASURY, TRANSMITTING COPY OF A COMMUNICATION FROM THE ATTORNEY-GENERAL, SUBMITTING AN ESTIMATE OF DEFICIENCY IN THE APPROPRIATION FOR "DEFENDING SUITS IN CLAIMS AGAINST THE UNITED STATES," FOR THE CURRENT YEAR, $7,500.

TREASURY DEPARTMENT,
February 4, 1896.

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Attorney-General, of the 3d instant, submitting an estimate of deficiency in the appropriation for "Defending suits in claims against the United States," for the current fiscal year, $7,500, which he requests to have included in the urgent deficiency bill now pending.

Respectfully, yours,

S. WIKE, *Acting Secretary.*

The PRESIDENT OF THE SENATE.

DEPARTMENT OF JUSTICE,
Washington, D. C., February 3, 1896.

SIR: You are respectfully requested to communicate to Congress the application of this Department for an urgency deficiency appropriation—

For defraying the necessary expenses incurred in the examination of witnesses and procuring of evidence in the matter of claims against the United States, and in defending suits in the Court of Claims, including the payment of such expenses as in the discretion of the Attorney-General shall be necessary for making proper defense for the United States in the matter of French spoliation claims, to be expended under the direction of the Attorney-General, for the year ending June 30, 1896, $7,500.

The appropriation for this purpose for the preceding year was $29,000. The appropriation made for the current year was $25,000. By reason of the extraordinary demands for work under this appropriation during the early part of the present fiscal year an exceptional depletion exists, there being on hand February 1, 1896, a balance of only $8,000, in round

numbers, while the examination of previous years shows expenditures subsequent to February 1, as follows:

For the fiscal year ending June 30—

1893	$13,500
1894	16,000
1895	15,100

The demands made by claimants for the taking of testimony and attention to cases under this appropriation are such as to make it certain that at least the amount above mentioned will be required to prevent the stoppage of business and to save the Government from the necessity of defaulting at the taking of testimony in cases pending, to the certain loss of the Government.

The rate of expenditure from this appropriation is largely beyond the control of the officers of this Department, as the law and rules of the court give to claimants the right to serve compulsory notice of taking testimony.

Very respectfully,

JUDSON HARMON,
Attorney-General.

The SECRETARY OF THE TREASURY.

○

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 103.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 4, 1896.—Referred to the Committee on Appropriations and ordered to be printed.

Mr. HALE presented the following

LETTER FROM THE ACTING SECRETARY OF THE NAVY SUGGESTING THE AMENDMENT OF THE ACT OF MARCH 3, 1879, RELATING TO THE TRANSPORTATION OF ENLISTED MEN OF THE ARMY OVER CERTAIN LAND-GRANT AND BOND-AIDED RAILROADS, SO AS TO MAKE THE PROVISIONS APPLICABLE TO THE NAVY.

NAVY DEPARTMENT,
Washington, January 27, 1896.

SIR: The exigencies of the service frequently require that men enlisted in the eastern portion of the United States be sent to the Pacific Coast for duty on the Pacific and Asiatic stations. At present such men are shipped by way of the Isthmus, the passage occupying about thirty days, and inasmuch as at the conclusion of their terms of service such enlisted men can not under existing law be discharged on the Pacific Coast, they are returned by the same route. If arrangements could be made for the transportation of men from the Atlantic to the Pacific coasts by rail, the greater part of this by no means inconsiderable loss to the service, amounting to about sixty days in each enlistment where men are so transferred, would be saved to the Government.

No objection to the transportation of enlisted men to the Pacific Coast by rail now exists, with the exception of the question of cost. If the provisions of the act of March 3, 1879, relating to the transportation of enlisted men of the Army over certain land-grant and bond-aided railroads were made applicable to the Navy this obstacle would disappear. The clause of the act of March 3, 1879, referred to reads as follows:

> That for the proper adjustment of the accounts of the Union Pacific, Central Pacific, Kansas Pacific, Western Pacific, and Sioux City and Pacific Railroad companies, respectively, for services which have been or may be hereafter performed for the Government for transportation of the Army and transportation of the mails, the Secretary of the Treasury is hereby authorized to make such entries upon the books of the Department as will carry to the credit of said companies the amounts so earned or to be earned by them during each fiscal year and withheld under the provisions of section fifty-two hundred and sixty of the Revised Statutes and of the act of Congress approved May seventh, eighteen hundred and seventy-eight: *Provided*, That this shall not authorize the expenditure of any money from the Treasury nor change the method now provided by law for the auditing of such claims against the Government: *Provided further*, That this paragraph shall not be so construed as to be a disposition of any moneys due or to become due to or from said companies, respectively, or to in any way affect their rights or duties or the rights of the United States under existing laws, it being only intended hereby to enable the proper accounting officers to state on the books of the Treasury the accounts between the Government and said companies, respectively.

This provision of law has been held not to be applicable to the Navy, although it is presumed that Congress did not intend to make such discrimination against this branch of the service. In an opinion on this subject, addressed to this Department by the Attorney-General under date of the 24th instant, the following language is used:

> As you very properly put it, the act of March 3, 1879, dealt only with the settling of accounts—a mere matter of bookkeeping. It provides that the act shall in no wise affect rights or duties under existing laws. * * * The act of March 3, 1879, however, applies in terms only to accounts for transportation of the Army and transportation of the mails [and] does not apply to accounts for transportation in connection with the Navy. While there is no apparent reason for this discrimination on the part of Congress, I see no escape from the conclusion I have expressed as to the meaning of the language which Congress has employed.

Referring to the same matter, the Comptroller of the Treasury, in a letter addressed to this Department under date of July 8, 1895, says:

> To make the term broad enough to cover service for the Navy, it must be held as the equivalent of the term "transportation of the Navy." I do not feel authorized to give the act of 1879 that construction.
>
> The reasons set forth by you why the course pursued in respect to army transportation should apply equally to navy transportation have strong persuasive force, and if adopted I have no doubt would prove of benefit to the Government; but in view of the language of the act of March 3, 1879, I am compelled to decide that there is no legal authority for the application of that rule to navy transportation.

In view of the terms of the act of March 3, 1879, as construed by the Comptroller and by the Attorney-General, I have the honor to recommend that a clause may be inserted in the pending naval appropriations bill making the provisions of that act applicable to the Navy as well as to the Army. A draft of a clause for that purpose is herewith inclosed and is commended to the favorable consideration of the committee.

Very respectfully,

W. McADOO,
Acting Secretary.

The CHAIRMAN OF THE COMMITTEE ON NAVAL AFFAIRS,
United States Senate.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 104.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 5, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF WAR IN RESPONSE TO SENATE RESOLUTION OF DECEMBER 31, 1895, "THAT THE SECRETARY OF WAR BE DIRECTED TO INFORM THE SENATE WHAT AMOUNT OF MONEY CAN BE ADVANTAGEOUSLY USED FOR THE PURPOSE OF COAST DEFENSE PRIOR TO JULY 1, 1897," ETC.

WAR DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, February 3, 1896.

SIR: In response to the resolution of the Senate of December 31, 1895—

> That the Secretary of War be directed to inform the Senate what amount of money can be advantageously used for the purpose of coast defense prior to July first, eighteen hundred and ninety-seven, and what portion of said amount should be made available during the present fiscal year; also an estimate of what portion of the amount would be required for sites for fortifications, and how much for engineering and how much for ordnance work, and whether the requisite number of heavy guns can be supplied from the Government shops; and if not, whether the deficiency can be manufactured by private plants in this country—

I have the honor to state that the sum of $25,678,860 could be advantageously used by the War Department for the purpose of coast defense prior to July 1, 1897, of which amount, if it should be appropriated, $4,722,000 should be made available during the present fiscal year to be expended as follows:

By the Ordnance Department:	
For working the gun factory to its full capacity, eight hours per day, in finishing and assembling guns during the remainder of the fiscal year	$55,000
By the Engineer Department:	
For fortifications	3,467,000
For sites	350,000
For submarine defenses	850,000

$20,956,860 would be expended during the fiscal year ending June 30, 1897, as follows:

By the Ordnance Department:	
For guns, mortars, carriages, powder, projectiles, etc	$6,316,860
By the Engineer Department:	
For fortifications	12,340,000
For sites	650,000
For submarine defenses	1,650,000

The total amount required for sites for fortifications would be $1,000,000; the total amount required for engineering work would be $19,307,000, and the total amount required for ordnance work would be $6,371,860.

The special advantages that would result from an increase of the appropriations would be: (1) The utilization of the Army Gun Factory to its full capacity, thus diminishing the relative cost for supervision, inspection, light, heat, and power; (2) the more rapid armament of our fortifications, as this measure would add to the number of carriages already built, building, and estimated for, about eight 12-inch, eight 10-inch, and seven 8-inch carriages of the types most needed, thus enabling most of the guns that will be completed during the next fiscal year to be mounted as rapidly as emplacements can be provided for them; (3) an addition of twelve mortars and carriages to those already estimated for, which, with those now on hand, will equip a 16-gun battery of this much needed type; (4) the purchase of an additional 500 deck-piercing shells, one hundred and twenty-five 8-inch, thirty-five 10-inch, and twenty 12-inch armor-piercing shot; (5) a supply of heavy material for the siege service, viz, about ten guns, ten howitzers and twenty mortars, with their carriages, implements, and equipments, and (6) the more rapid construction of emplacements to receive the guns, mortars, and carriages now on hand or building. A supply of siege material is contemplated in connection with the subject of coast defense because these guns can be rapidly moved from point to point, and, pending the completion of the defenses, it is believed that there should be some provision for temporarily guarding against the landing of a force at points which ultimately will be sufficiently protected, not only against landing parties but against fleets.

In the foregoing it is contemplated that the heavy guns will be manufactured at the Army Gun Factory, with the exception of those now contracted for by the Bethlehem Iron Company, which will be occupied with its contract until 1903, and there being no other private plant in this country having the requisite capacity. The Chief of Ordnance is of the opinion that the capacity of the Gun Factory is sufficient for turning out these guns as rapidly as they can be utilized in the fortifications. The great portion of the field and siege guns, however, which are small guns of different caliber, could be made at private establishments.

In connection with this general subject I beg to append hereto the accompanying extract from the Report of the Secretary of War for the year 1895 to the President.

Very respectfully,

DANIEL S. LAMONT,
Secretary of War.

The PRESIDENT OF THE UNITED STATES SENATE.

[Extract from the Annual Report of the Secretary of War for the year 1895.]

SEACOAST DEFENSES.

In your annual message transmitted to Congress in December, 1886, attention was directed to the urgent necessity for seacoast defense in these words: "The defenseless condition of our seacoast and lake frontier is perfectly palpable; the examinations made must convince us all that certain of our cities should be fortified and that work on the most important of these fortifications should be commenced at once. The absolute necessity, judged by all standards of prudence and foresight, of our preparation for an effectual resistance against the armored ships and steel guns and mortars of modern construction which may threaten the cities on our coasts is so apparent that I hope effective steps will be taken in that direction immediately."

Since that time the condition of these defenses has been under grave consideration by the people and by this Department. Its inadequacy and impotency have been so

evident that the intelligence of the country long since ceased to discuss that humiliating phase of the subject, but has addressed itself to the more practical undertaking of urging more rapid progress in the execution of the plan of defense devised by the Endicott Board in 1886, with subsequent slight modifications.

That plan contemplated a system of fortifications at 27 ports (to which Puget Sound was subsequently added), requiring 677 guns and 824 mortars of modern construction, at a cost of $97,782,800, excluding $28,595,000 for floating batteries. By an immediate appropriation at that time of $21,500,000 and an annual appropriation of $9,000,000 thereafter, as then recommended, the system of land defenses could have been completed in 1895.

The original plan contemplated an expenditure of $97,782,800 by the end of the present year. The actual expenditures and appropriations for armament and emplacements have, however, been but $10,631,000. The first appropriation for guns was made only seven years ago and the first appropriation for emplacements was made only five years ago. The average annual appropriation for these two objects has been less than $1,500,000. The work has therefore been conducted at about one-seventh the rate proposed.

If future appropriations for the manufacture of guns, mortars, and carriages be no larger than the average authorized for the purpose since 1888, it will require twenty-two years more to supply the armament of the eighteen important ports for which complete projects are approved.

If the appropriations for the engineer work are to continue at the rate of the annual appropriations since 1890, it will require seventy years to complete the emplacements and platforms for this armament for the ports referred to.

Thus the various factors in the scheme of defense have now been so accurately determined that for the first time it is possible to forecast from what has been accomplished the time and expense required to complete the project with existing facilities. We have established and equipped a gun factory able to turn out yearly 35 guns of the types required, or enough to arm the 18 ports enumerated within ten years. It is complete except as to the provisions for finishing and assembling 16-inch guns, the expediency of which is still questioned. We have, moreover, by contract contributed toward the establishment of a private plant for the manufacture of guns, which in time will be able to meet any unusual demand that could not be supplied by the Watervliet gun factory.

We have established a plant for the manufacture of gun carriages which, with the aid of private establishments, can supply the carriages required as rapidly as emplacements for guns and mortars are completed. The development of a satisfactory type of 12-inch disappearing gun carriage is alone lacking in the mechanism of coast defense, and without doubt American ingenuity will soon supply that desired feature.

But at only three of the eighteen ports under consideration have completed features of defense been established. New York has two 12-inch guns and sixteen 12-inch mortars; San Francisco has one 12-inch gun and sixteen 15-inch mortars, and Boston has sixteen 12-inch mortars in position.

Besides the three 12-inch guns in position, there were finished and ready for mounting on July 1, 1895, eleven 12-inch, thirty-three 10-inch, and fifty-one 8-inch guns. By next July fifteen 12-inch, twelve 10-inch, and twelve 8-inch guns will be added, making a total of 134 guns ready to be mounted. The gun carriages now completed or building for these guns comprise ten 12-inch carriages, thirty-five 10-inch carriages, and fourteen 8-inch carriages; in all, 59 carriages for 134 guns. Eighty mortars are completed, of which 48 are mounted at New York, San Francisco, and Boston; 6 more are building and 38 additional mortar carriages are built or building, so that the supply of mortars can be mounted as soon as emplacements are prepared.

Turning to the engineering phases of seacoast defense, there are completed 10 emplacements for guns and 64 emplacements for mortars, on which 3 guns and 48 mortars are already mounted. Six guns and 16 mortars are soon to be mounted on the remaining emplacements. Besides these there are 32 gun emplacements under construction, of which it is possible that 14 may be completed by the close of the current fiscal year with money now available.

Thus partial provision has been made for 42 gun emplacements out of 448 needed for the approved projects, and for 64 mortar emplacements out of 952 required.

By about July next the condition of the completed components of our new defenses will be as follows:

Guns.			Carriages.			Emplacements.			Mortars.	Carriages.	Emplacements.
12-inch.	10-inch.	8-inch.	12-inch.	10-inch.	8-inch.	12-inch.	10-inch.	8-inch.	12-inch.	12-inch.	12-inch.
29	45	63	10	31	14	3	16	5	86	86	64

For guns and mortars completed or building Congress has appropriated $7,110,000, and for emplacements completed or building Congress has appropriated $3,521,000, in all, $10,631,000. Beyond this sum it has contracted to pay the Bethlehem Iron Works $3,521,000 for 100 guns to be delivered before 1903.

* * * * * * *

The finished and partly finished work of the project has been set forth. To complete the armament for the 18 ports named will require $36,342,935, exclusive of the balance due to the Bethlehem Iron Works of about $3,500,000 and $238,000 which may be required for rapid-fire guns in certain fortifications.

For emplacements for guns and mortars finished or building $3,521,000 has been appropriated, and appropriations of $41,688,093 will be required to complete this work at the 18 ports, excluding mining casemates and fortifications at Portland, Me., the estimates for which are not yet completed. The details from which these conclusions are drawn are herein shown in the form of tables, which for the first time present an adequate statement of what has been done and what remains to be done to fortify our seacoasts.

Port.	Gun emplacements with platforms.				Mortar emplacements with platforms.				Cost.		Mining casemates.			
	Projected.	Built.	Building.	Cost to date.	Projected.	Built.	Building.	Cost to date.	Cost of project.*	Amount necessary to complete project.*	Number projected.	Built.	Building.	Cost to date.
Portland, Me	38	.....	3 10-inch..	$120,000.00	48	.....	.....	.....	(†)	.....	4	3	.....	$26,867.59
Boston	43	.....	4 10-inch..	284,706.96	128	16	.....	$163,739.27	$4,877,882	$4,429,435.77	4	2	1	54,000.00
Narragansett Bay	20	.....	.....	.....	80	.....	.....	.....	2,742,072	2,742,072.00	2	2	.....	22,423.23
New York	93	‡2 12-inch. 2 10-inch.. 5 8-inch..	1 10-inch..	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
			1 8-inch..	1,054,232.60	176	32	.....	466,244.66	10,746,236	9,225,758.74	5	5	.....	171,988.04
Philadelphia	16	.....	‡3 12-inch.	210,000.00	16	.....	.....	.....	1,071,397	861,397.00	3	3	.....	65,525.69
Baltimore	10	.....	.....	.....	32	.....	.....	.....	1,721,443	1,721,443.00	1	1	.....	2,995.07
Washington	13	.....	2 10-inch..	137,976.00	8	.....	.....	.....	1,035,000	897,024.00	2	1	.....	15,784.95
Hampton Roads	24	.....	3 10-inch..	232,160.00	32	.....	16	100,000.00	1,921,602	1,589,442.00	3	1	.....	29,452.00
Wilmington	6	.....	.....	.....	8	.....	.....	.....	809,892	809,892.00	1	.....	1	9,000.00
Charleston	10	.....	‡3 12-inch.	75,500.00	16	.....	.....	.....	1,506,870	1,431,370.00	1	1	.....	13,100.00
Savannah	6	.....	.....	.....	16	.....	.....	.....	850,000	850,000.00	2	1	.....	27,244.91
Key West	8	.....	.....	.....	32	.....	.....	.....	1,165,426	1,165,426.00	.....	.....	.....	.....
Pensacola	8	.....	2 10-inch..	100,000.00	16	.....	.....	.....	925,000	825,000.00	1	1	.....	7,673.52
Mobile	8	.....	1 8-inch..	50,000.00	24	.....	.....	.....	1,263,387	1,213,387.00	1	.....	1	7,500.00
Galveston	9	.....	.....	.....	32	.....	.....	.....	1,080,000	1,080,000.00	1	.....	.....	.....
San Francisco	88	1 12-inch..	5 12-inch.. 3 10-inch..	391,912.79	144	16	.....	150,759.50	9,105,291	8,562,618.71	6	4	.....	24,244.62
Mouth of Columbia River	17	.....	.....	.....	48	.....	.....	.....	1,852,092	1,852,092.00	3	.....	.....	.....
Puget Sound	31	.....	.....	.....	96	.....	.....	.....	2,431,735	2,431,735.00	3	.....	.....	.....
New Orleans	.....	.....	1 10-inch..	70,000.00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	448	10	32	2,726,488.35	952	64	16	880,743.43	45,105,325	41,688,093.22	43	25	3	477,899.62

* Masonry and earthworks alone and excluding mining casemates.

† Not yet submitted.

‡ Lift.

Number of guns, mortars, and carriages for each, with the estimated cost for each item and the total cost of armament for the enumerated ports.

Port.	Guns.					Mortars.		Carriages.				Total cost of armament for enumerated ports.
								Guns.		Mortars.		
	16-inch.	12-inch.	10-inch.	8-inch.	Cost.	12-inch.	Cost.	Carriages.	Cost.	Carriages.	Cost.	
Portland, Me	....	18	10	10	$1,352,164	48	$648,000	38	$546,000	48	$336,000	$2,882,164
Boston	6	17	15	5	2,076,536	128	1,728,000	43	756,000	128	896,000	5,457,036
Narragansett Bay	....	10	6	4	729,700	80	1,080,000	20	292,000	80	560,000	2,661,700
New York	14	55	15	9	4,956,622	176	2,376,000	93	3,290,000	176	1,232,000	11,854,622
Philadelphia	....	8	6	2	601,358	16	216,000	16	191,000	16	112,000	1,120,858
Baltimore	....	6	....	4	354,590	38	432,000	10	135,000	32	224,000	1,145,590
Washington	....	4	6	3	418,764	2	108,000	13	193,000	8	56,000	775,764
Hampton Roads	4	10	10	....	1,268,360	32	432,000	24	462,000	32	224,000	2,386,860
Wilmington	....	2	....	4	158,778	8	108,000	6	77,000	8	56,000	399,778
Charleston	....	6	4	....	413,250	16	216,000	10	153,000	16	112,000	894,250
Savannah	....	2	....	4	158,778	16	216,000	6	77,000	16	112,000	563,778
Key West	....	2	4	2	247,874	32	432,000	8	119,000	32	224,000	1,022,874
Pensacola	....	2	6	....	277,204	16	216,000	8	128,000	16	112,000	733,204
Mobile	....	4	....	4	256,684	24	324,000	8	106,000	24	168,000	854,684
Galveston	....	....	9	....	268,947	32	432,000	9	148,500	32	224,000	1,073,447
San Francisco	8	33	28	19	3,688,315	144	1,944,000	88	1,190,500	144	1,008,000	7,830,815
Mouth of Columbia River	....	2	11	4	487,491	48	648,000	17	228,500	48	336,000	1,699,991
Puget Sound	....	5	18	8	924,403	96	1,296,000	31	407,500	96	672,000	3,299,903
Total	**32**	**186**	**148**	**82**	**18,639,371**	**952**	**12,852,000**	**448**	**8,501,500**	**952**	**6,664,000**	**46,457,308**

It rests with Congress to determine by its appropriations the period which shall elapse before our coasts shall be put in a satisfactory condition of defense. The amount required for the 18 ports is about $82,000,000, and the entire work can be completed within ten years. The rate of progress will be slower in proportion as appropriations are kept below the amount which can be advantageously expended.

We have established gun factories capable of assembling and finishing the number of guns and mortars required, with the 100 already contracted for with the Bethlehem Company, and to make the necessary carriages. We have the founderies to produce the large forgings needed within the required time. To establish these Government and private plants was a great and necessarily slow undertaking; to operate them at their full capacity is business prudence and economy. It will give value to the investments we have already made; for the fortifications we have now obtained, until brought much nearer to completion, would be of slight dependence in the event of actual war.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 105.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 5, 1896.—Referred to the Committee on the Judiciary and ordered to be printed.

Mr. HOAR presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, TRANSMITTING A DRAFT OF A BILL "TO PROVIDE FOR THE FURTHER DISTRIBUTION OF THE REPORTS OF THE SUPREME COURT."

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 25, 1896.

DEAR SIR: I inclose herewith draft of a bill "To provide for the further distribution of the reports of the Supreme Court," with the request that you introduce it in the Senate, and have it referred to the Committee on the Judiciary for consideration. Its provisions are supplementary to those of an act approved February 12, 1889. In carrying into effect the provisions of that act it was found that the appropriation then made was not sufficient to complete sets of Supreme Court reports in the hands of all United States judges and other officers of the Government, and also to supply a complete set at each of the places where circuit and district courts of the United States were then holden, for the use of said courts and the officers thereof. No further appropriation having been made for the purpose, these places still remain unsupplied.

In the meantime the number of United States judges and also the number of places at which United States courts are holden have both been increased, but no appropriation has been available for the purchase of Supreme Court reports with which to supply either these judges or the clerks of these newly established courts with complete sets.

In addition to these judicial officers of the Government, several Executive officers, not embraced within the provisions of section 683 of the Revised Statutes, require these volumes in the discharge of their official duties. This is notably true of the assistant secretaries and of certain law officers of the several Executive Departments, all of whom, when they have occasion to consult these reports, are put to great inconvenience by being obliged to depend upon the courtesy of other officers for the same. It would seem, on every consideration, desirable that adequate provision in this respect should be made for these gentlemen and for others to whom these reports are necessary in the prosecution of their official work.

This Department, which, under the law of February 12, 1889, is charged with the distribution of these documents, has been repeatedly appealed to, especially by judicial officers whose sets of these reports

are not complete, for the lacking volumes. As no appropriation is available for their purchase, it has been impossible to make favorable response to their requests. They have, however, been informed that the attention of Congress would be called to the subject, and such action recommended as would enable the Department to put all United States judges and courts upon an equality in this matter, and also to complete the sets of these reports in the hands of the several Executive officers of the Government who specially require them in the transaction of public business.

The provisions embraced in the accompanying draft of a bill are, in my judgment, adequate for this purpose. It is hoped that it may receive early and favorable consideration by the committee.

Very respectfully,

HOKE SMITH, *Secretary.*

Hon. GEO. F. HOAR,
Chairman of the Committee on the Judiciary,
United States Senate.

O

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 106.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 6, 1896.—Referred to the Committee on Commerce, to accompany S. 561, and ordered to be printed.

Mr. FRYE presented the following

MEMORIAL OF MR. AUSTIN CORBIN, OF NEW YORK CITY, IN FAVOR OF THE ESTABLISHMENT OF A FREE PORT AT FORT POND BAY, LONG ISLAND, TOGETHER WITH BILL S. 561 AND OTHER PAPERS.

THE FORT POND BAY FREE PORT.

MEMORIAL TO CONGRESS OF MR. AUSTIN CORBIN.

The printed documents in connection with the project of the Fort Pond Bay free port are as follows:

The bill pending in the Fifty-fourth Congress is Senate bill No. 561, introduced on December 5, 1895, by Senator Frye, and House bill No. 3813, introduced on January 13, 1896, by Representative R. C. McCormick. The bill first appeared in Congress as Senate bill No. 1980, introduced April 30, 1894, Fifty-third Congress, second session. There was printed in connection with the bill Senate Mis. Doc. No. 1700, Fifty-third Congress, second session, containing (1) a memorandum, dated April 16, 1894, concerning the European free-port system, prepared by Mr. A. K. Tingle; (2) letter, dated April 23, 1894, from E. Rosewater, esq., editor Omaha Bee, advocating the experiment of a free port in the United States; (3) a description of Fort Pond Bay; and (4) a copy of the proposed bill, Senate bill No. 1980. A similar bill was introduced into the House (No. 7009).

On February 12, 1895 (Congressional Record), Senator Vest, from the Committee on Commerce, reported back the bill (No. 1980) stating that "all of the members of the committee do not consider themselves obligated to support the bill, but a majority thought that it ought to be reported for the consideration of the Senate."

Senator Vest reported as an amendment to the bill, to obviate the suggested objection of possible unconstitutionality, a new section 7:

> That the Secretary of the Treasury, upon due application and under similar circumstances and like conditions, shall allow the establishment of additional free ports in any other suitable places within the jurisdiction of the United States.

Senator Vest also reported, to be printed, certain exhibits, which are contained in Senate Mis. Doc., No. 101, Fifty-third Congress, third session, being a letter of Acting Secretary of the Treasury S. Wike, dated May 14, 1894, and a letter from Acting Secretary of the Treasury C. S. Hamlin, dated May 23, 1894, stating that, without expressing any opinion

as to the constitutionality of the bill, they could see no reason why proper regulations could not be prepared and enforced by the Department if the bill should become a law. Appended to these letters the Senate also reprinted the foregoing Senate Mis. Doc., No. 170.

On the 28th of February, 1895, Mr. Mallory, from the Committee on Interstate and Foreign Commerce in the House, reported back the House bill (No. 7009) and recommended that it pass with an amendment similar to that proposed by the Senate committee (House Report, No. 1960, Fifty-third Congress, third session).

The proposition to create a free port at Fort Pond Bay, Long Island, similar to those existing in Europe at Hamburg, Bremen, and Copenhagen, is simply a movement to enlarge and extend the bonded warehouse system as it exists under laws of the United States now upon the statute book. It is hardly to be conceived that there is any objection of Governmental policy which can stand in the way of opening such a port. The only obstacle arises out of the doubt whether it will be financially profitable for any proprietors to prepare, open, and maintain such a port. This is a question which, after permission is given, the enterprising citizens in the various harbors of the country will consider and decide for themselves. They can not well take up the subject until they are sure of Governmental permission.

The bonded warehouse system, in connection with the revenue laws of the United States, is well known. The privilege of the storage of merchandise without the payment of customs or internal-revenue taxes inside a warehouse building suitable guarded, the sanctity of which is also secured by bonds given by the proprietors, is a well-known feature of all revenue laws. By the act of June 30, 1864, section 158, being the tariff and internal-revenue act of that date, it was provided that "all medicines, preparations, compositions, perfumery, cosmetics, cordials, and other liquors manufactured wholly or in part of domestic spirits," might be "made and manufactured in warehouses similarly constructed to those known and designated in Treasury Regulations as bonded warehouses, class 2," and thereafter might be "removed for exportation without payment of internal-revenue taxes." This section subsequently became section 3433 of the Revised Statutes of 1878.

By the act of March 24, 1874, the privilege of manufacture in bonded warehouses was extended to "the storage and cleansing of imported rice intended for exportation," and by section 24 of the act of October 1, 1890 (26 Stat. L., 617), authority was given for the establishment of "warehouses for smelting and refining imported ores and crude metals intended to be exported in a refined but unmanufactured state."

In the act of October 1, 1890 (the McKinley law, 26 Stat. L., p. 614, sec. 10), the provisions of section 3433 of the Revised Statutes are reenacted, with some changes.

In the customs regulations of the United States (Treasury Department, Secretary's Document No. 1406), promulgated April 2, 1892, by Secretary Foster, beginning on page 298, chapter 12, and including articles 667 to 674, various bonded warehouses are described. Warehouses of class 1 are general order stores; class 2 are importers' private bonded warehouses; class 3 are bonded warehouses for the general storage of imported goods; class 4 are bonded yards or sheds for the storage of heavy and bulky imported merchandise; class 5 are bonded bins or parts of buildings or of elevators for the storage of grain; class 6 are manufacturing bonded warehouses for the manufacture of medicines and other liquid preparations, and for the cleansing of imported rice intended for exportation, as above stated, and those of

class 7 are the warehouses for smelting and refining imported ores and metals, as above stated. In articles 693 to 716, inclusive, are described the methods to be adopted in connection with the manufacturing bonded warehouses, including the smelting and refining works.

By section 9 of the tariff act of August 28, 1894 (the Wilson bill, 28 Stat. L., p. 551), the privilege of manufacturing in bonded warehouses was extended to "all articles manufactured in whole or in part of imported materials or of materials subject to internal-revenue tax." From this broad permission the only exception is the manufacture of "distilled spirits from grain, starch, molasses, or sugar."

The language of this act carefully follows that of the act of October 1, 1890, and section 3433 of the Revised Statutes. The manufacture is confined to articles intended for exportation, and articles so exported are subject to no duties or internal-revenue taxes either upon the finished products or any part of the materials of which they are made.

The Treasury regulations carrying out the provisions of section 9 of the tariff act of August 28, 1894, are contained in Acting Secretary Hamlin's regulations of November 14, 1894 (Treasury Department Document No. 1726, Division of Customs), and are full and complete.

By act of August 5, 1861 (12 Stat. L., p. 293, reenacted in Rev. Stat., sec. 3019), a drawback of duties is allowed on all articles wholly manufactured of imported materials equal to the duties paid on such materials, less 10 per cent.

By section 22 of the act of August 28, 1894 (28 Stat. L., p. 551), a drawback of 99 per cent is allowed on duties paid on imported materials used in the manufacture of articles which shall be exported from the United States.

From the foregoing statement it will be seen that the policy of the lawmakers in recent years has been to encourage the manufacture in this country of articles for exportation to other countries. This plan of manufacturing in bonded warehouses for exportation articles made either (1) from foreign materials free of duty, or (2) from home materials free of internal-revenue taxes, or (3) from both foreign and home materials combined, has been limited to articles thus produced wholly for exportation. But no reason is apparent why articles so manufactured should not be withdrawn from the warehouses and entered for consumption in this country upon the payment of duties upon the imported materials or internal-revenue taxes upon the domestic materials entering into the production. Such an extension of the authority to manufacture in bonded warehouses is desirable in order that the manufacturers may be able at any time to dispose of any of their surplus products in this country.

As stated in the beginning, the proposition for a free port at Fort Pond Bay is merely an extension of the present bonded warehouse system as above described. The free port will be exactly like a manufacturers' bonded warehouse as now located at the water's edge in any of our harbors. Instead of being a single building, however, a line will be drawn from the water around a tract of land of sufficient size and back to the shore, and a wall will be constructed inclosing the land, and within the inclosure there will be warehouses of various kinds, including the manufacturers' warehouses; the whole port to be made safe by one bond of the proprietors, and also according to the discretion of the Secretary of the Treasury, if deemed necessary, by an additional bond for each of the different warehouses.

The free ports like that described, which are now existing at Hamburg, Bremen, and Copenhagen, have proved very valuable. The facilities with which merchandise can be shipped and transshipped,

unhampered by burdensome customs regulations, has greatly promoted commerce and contributed largely to the prosperity of the three cities. Necessarily, the opportunity for the transshipment and distribution by many vessels of merchandise to the various ports of Europe is much greater than will exist in the beginning at a free port at Fort Pond Bay or anywhere else in the waters of the United States, yet it is believed that there would be business enough in the transfer of merchandise from vessel to vessel, and in the shipment of manufactured articles to West India and South American ports as well as to Europe, to make the enterprise profitable. At all events, persons with abundant means stand ready to make the experiment if encouragement shall be given by the Government, such encouragement, however, to be given in no other way than by granting permission to make the attempt through an extension of the national-bonded-warehouse system as it now stands authorized in the laws of the country.

The doubt as to the financial profitableness of opening one or more free ports in the United States should lead Congress to give some special stimulus to the first effort in that direction, at least to the extent of granting the desired authority by a special law like that now pending. If the experiment is successful, additional ports will be opened under the general power given by section 7 of the bill. If it is not successful, the loss will fall upon the proprietors and not upon the public.

Fort Pond Bay affords the ideal conditions for the first experiment. It is a deep-water harbor at the end of Long Island from which it is reasonably certain there will be lines of steamships running to Milford Haven, England, or to other European ports, shortening the time of transit between New York and London so that it will be five days instead of six.

The harbor has been, until the extension to it within the past year of the Long Island Railroad, practically unused, with little commerce, and with the shore line and the title to the lands adjacent in a few hands. Now it is to be developed as an exceedingly convenient port, not only for the foreign steamship lines above alluded to, but for American coastwise commerce. The water line and sufficient land area for a free port can be laid out, and the port surrounded and established with its walls, wharves, warehouses, and factories under the most favorable possible conditions.

The projectors of the enterprise are willing to go forward at their own expense and expend all the money needed for the improvement of the harbor, which should include the construction of a breakwater at a cost of $1,000,000, and will continue to maintain the port at their own cost, provided the Government will give the special authority asked for, which can be given, as has been shown, strictly in accordance with the settled policy of our customs and internal revenue laws. Is not the experiment worth trying and should it not to this extent be promoted by Congress?

There is only one thought to add to the statement thus made, and that is this: That, while the establishment of this free port can not in any way be objected to as a question of Governmental policy, there are very great advantages in favor of its establishment which stand quite by themselves.

First. By an examination of the map it will be seen that a vessel coming from any port in Europe, distributing goods coastwise, makes a saving of at least 300 miles on the journey to New York and return in the carriage of its goods.

Second. There is a great saving in risks to this cargo by avoiding the shore line of Long Island and New Jersey, an indication of the dangers connected with which is shown by the fact that there are something over 30 life-saving stations on these shores, which are within the range of the movement of vessels carrying such goods.

Third. At present there is a large manufacturing business done abroad by Americans, by way of manufacturing various classes of goods for foreign consumption, and which certainly would be brought to this location. As a result of that advantage, there would be employed many thousands of American workmen, where foreigners are employed now, and these workmen and their families would require goods of American manufacture, as well as provisions, and would help the consumption of all these articles at home. All purchases of every description for the use of these employees and their families would be furnished by this country, when they are now supplied by the various countries which contribute to their support in connection with these foreign factories.

Fourth. The establishment of this free port will show exactly to what extent such ports can be made useful and profitable; and if, as claimed by most of the intelligent men who have studied this question, it will add largely to the prosperity of the country, other and similar ports will be established along the whole line of the Atlantic and Pacific coasts, and the industries introduced into these free ports should be a most valuable addition to the business of this country.

AUSTIN CORBIN.

FEBRUARY 5, 1896.

[S. 561. Fifty-fourth Congress, first session. In the Senate of the United States, December1 5, 1895. Mr. Frye (by request) introduced the following bill; which was read twice and referred to the Committee on Commerce.]

A BILL authorizing the establishment of a free port at Fort Pond Bay or elsewhere in the waters of Long Island, in the State of New York.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That Austin Corbin, Charles M. Pratt, Watson B. Dickerman, George L. Edgell, and their associates, either as partnership proprietors or organized as a corporation under the laws of the State of New York, are hereby authorized to establish and maintain, upon the conditions hereinafter imposed, a free port at Fort Pond Bay or elsewhere in the waters of Long Island, in the State of New York, provided the location shall be approved as suitable by the Secretary of the Treasury.

SEC. 2. That the proprietors aforesaid shall proceed to acquire lands bordering upon the waters constituting the free port which may be selected, and shall erect piers and warehouses sufficient for the purposes of said port, and shall surround them by walls within which the loading and unloading of vessels may take place, all in accordance with plans and specifications to be first approved by the Secretary of the Treasury and to be completed under his supervision; and when said port, with its piers, warehouses, and all other suitable facilities, shall have been so completed said Secretary shall announce its completion and said port shall then be open for the admission of all vessels in accordance with the general laws of the United States except as modified by the provisions of this Act.

SEC. 3. That the free port when established as aforesaid and opened for the admission of vessels shall be subject as a whole or in suitable subdivisions to be treated as a part of the warehouse system of the United States, and suitable bonds for the proper management of said port or said subdivisions thereof shall be given by the proprietors as now required by law in the case of a bonded warehouse.

SEC. 4. That foreign merchandise may be transshipped from one vessel to another in said port, and upon the piers thereof, upon being suitably inspected, without being entered or specially bonded; or the same may be entered for immediate admission into this country, or the same may be warehoused and bonded, and afterwards exported or entered for consumption as provided by existing law. Factories may be maintained within the walls of said free port, and machinery, fuel, and materials may be brought and used therein for the manufacture of products for exportation, under such regulations as the Secretary of the Treasury may prescribe.

SEC. 5. That all vessels entering and leaving said free port shall be free from tonnage dues and from entrance and clearance fees, and also from any local harbormaster's fees under State laws; but all charges for dockage and for the use for merchandise of piers and warehouses and for all the other facilities afforded to commerce by the proprietors of said free port shall be regulated and controlled by the Secretary of the Treasury.

SEC. 6. That the proprietors aforesaid shall incur the whole expense of opening and of suitably maintaining at all times said port, including the construction of breakwaters, the erection of lights, the dredging of the channel, and all other facilities for commerce that may be deemed necessary by said Secretary of the Treasury.

SEC. 7. That the Secretary of the Treasury, upon due application and under similar circumstances and like conditions, shall allow the establishment of additional free ports in any other suitable places within the jurisdiction of the United States, and the proprietors of such ports shall be entitled to all the powers and privileges and be subject to all the responsibilities provided by this act in connection with the free port in this act provided for.

[Senate Mis. Doc., No. 101, Fifty-third Congress, third session.]

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., May 14, 1894.

SIR: Referring to your letter of the 9th instant, with which was inclosed for an expression of my views thereon copy of House bill 7009, entitled "A bill authorizing the establishment of a free port at Fort Pond Bay, or elsewhere in the waters of Long Island, in the State of New York," I have the honor to state that without expressing any opinion as to the constitutionality of the proposed bill, in consideration of the provisions of the first paragraph of section 8 and the sixth paragraph of section 9, article 1 of the Constitution of the United States, I can see no reason why proper regulations could not be prepared and enforced by this Department if said bill should become a law.

Respectfully, yours,

S. WIKE,
Acting Secretary.

Hon. GEORGE D. WISE,
Chairman Committee on Interstate and Foreign Commerce,
House of Representatives.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., May 23, 1894.

SIR: I have the honor to acknowledge the receipt of a letter, dated the 21st instant, from your committee, with which was inclosed, with the request that I furnish the committee with such suggestions as may be deemed proper, copy of Senate bill 1980, entitled "A bill authorizing the establishment of a free port at Fort Pond Bay, or elsewhere in the waters of Long Island, in the State of New York," and in reply to say that in response to an inquiry from the chairman of the House Committee on Interstate and Foreign Commerce, who requested my views on a bill identical with that now before your committee, I stated that, without expressing any opinion as to the constitutionality of the proposed bill, in consideration of the provisions of the first paragraph of section 8 and the sixth paragraph of section 9, article 1, of the Constitution of the United States, I could see no reason why proper regulations could not be prepared and enforced by this Department if said bill should become a law, and no reason is perceived for a change in the views then expressed.

Respectfully, yours,

C. S. HAMLIN, *Acting Secretary.*

Hon. M. W. RANSOM,
Chairman Committee on Commerce, United States Senate.

A BILL authorizing the establishment of a free port at Fort Pond Bay or elsewhere in the waters of Long Island, in the State of New York.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That Austin Corbin, Charles M. Pratt, Watson B. Dickerman, George L. Edgell, and their associates, either as partnership proprietors or organized as a corporation under the laws of the State of New York, are hereby authorized to establish and maintain, upon the conditions hereinafter imposed, a free port at Fort Pond Bay or elsewhere in the waters of Long Island, in the State of New York, provided the location shall be approved as suitable by the Secretary of the Treasury.

SEC. 2. That the proprietors aforesaid shall proceed to acquire lands bordering upon the waters constituting the free port which may be selected and shall erect piers and warehouses sufficient for the purposes of said port, and shall surround them by walls within which the loading and unloading of vessels may take place, all in accordance with plans and specifications to be first approved by the Secretary of the Treasury and to be completed under his supervision; and when said port, with its piers, warehouses, and all other suitable facilities, shall have been so completed said Secretary shall announce its completion and said port shall then be open for the admission of all vessels in accordance with the general laws of the United States except as modified by the provisions of this act.

SEC. 3. That the free port when established as aforesaid and opened for the admission of vessels shall be subject as a whole or in suitable subdivisions to be treated as a part of the warehouse system of the United States, and suitable bonds for the proper management of said port or said subdivisions thereof shall be given by the proprietors as now required by law in the case of a bonded warehouse.

SEC. 4. That foreign merchandise may be transshipped from one vessel to another in said port, and upon the piers thereof, upon being suitably inspected without being entered or specially bonded; or the same may be entered for immediate admission into this country, or the same may be warehoused and bonded and afterwards exported or entered for consumption as provided by existing law. Factories may be maintained within the walls of said free port, and machinery, fuel, and materials may be brought and used therein for the manufacture of products for exportation under such regulations as the Secretary of the Treasury may prescribe.

SEC. 5. That all vessels entering and leaving said free port shall be free from tonage dues and from entrance and clearance fees, and also from any local harbor-master's fees, under State laws; but all charges for dockage and for the use for merchandise of piers and warehouses and for all the other facilities afforded to commerce by the proprietors of said free port shall be regulated and controlled by the Secretary of the Treasury.

[New sections 6 and 7 proposed by the Senate committee.]

SEC. 6. That the proprietors aforesaid shall incur the whole expense of opening and of suitably maintaining at all times said port, including the construction of breakwaters, the erection of lights, the dredging of the channel, and all other facilities for commerce that may be deemed necessary by said Secretary of the Treasury.

SEC. 7. That the Secretary of the Treasury, upon due application and under similar circumstances and like conditions, shall allow the establishment of additional free ports in any other suitable places within the jurisdiction of the United States, and the proprietors of such ports shall be entitled to all the powers and privileges and be subject to all the responsibilities provided by this act in connection with the free port in this act provided for.

[Senate Mis. Doc. No. 170, Fifty-third Congress, second session.]

Papers presented to the Senate in connection with Senate bill No. 1980, introduced by Senator Chandler on April 30, 1894, for the establishment of a free port at Fort Pond Bay or elsewhere in the waters of Long Island, in the State of New York.

(1) A memorandum dated April 16, 1894, concerning the European free-port system, prepared by Mr. A. K. Tingle.

(2) Letter dated April 23, 1894, from E. Rosewater, esq., editor of the Omaha Bee, advocating the experiment of a free port in the United States.

(3) A description of Fort Pond Bay.

(4) A copy of the proposed bill (Senate bill No. 1980).

MEMORANDUM CONCERNING THE EUROPEAN FREE-PORT SYSTEM, PREPARED BY MR. A. K. TINGLE AT THE REQUEST OF SENATOR CHANDLER.

THE FREE PORTS OF GERMANY.

The free ports of Germany are part of the warehouse system of that country. There are three kinds of warehouses: The general warehouse, the limited, and the free, the latter being located within the territory of the free ports which are surrounded by walls within which the lading and unlading of vessels take place. Goods may remain within these warehouses for five years, at the end of which period they must be either exported or entered for consumption. These warehouses are the property of either the State, corporation, or private individuals, and the charges in

all of them are regulated by the Government. Vessels entering these ports are exempt from all tonnage dues and other Government charges, and are treated in all respects, so far as Government tax is concerned, as if they were in foreign territory. The principal free ports of Germany are located at Hamburg and Bremen, and consist of certain inclosed territory, including docks and warehouses into which vessels from foreign ports are admitted, discharged, and laden, free from all duties and Government charges, and without the formalities and expenses incident to the entry of foreign merchandise at places outside of these ports. Vessels are subject to moderate wharfage charges for dockage, and merchandise placed in warehouse to charges for storage. Warehouse receipts are issued to facilitate the transfer or hypothecation of such merchandise.

THE FREE PORTS AND DOCKS OF HAMBURG.

These extend over a large area, and the commerce served by them employs annually 8,000 ocean vessels, 6,000 of them being steamers, and more than 12,000 ships and smaller craft plying upon the Upper Elbe.

The enormous commerce of Hamburg has been developed, without doubt, to a great extent by the free-port system.

The free port of Bremen is not so extensive as that of Hamburg, but is ample for all requirements and is conducted upon the same general plan.

THE COPENHAGEN FREE PORT.

The Copenhagen free port, recently established, is situated on the northern extremity of the present harbor of Copenhagen. Its entrance from the sound is 300 feet in width and is protected by piers and breakwaters. It has more than 50 acres of water area, from 24 to 30 feet deep, surrounded by 12,000 feet of wharves or quays, with warehouses and all modern appliances for loading and unloading vessels. These wharves are also connected with railways for shipment to interior points. There is a large area of land within the inclosure, and all the inclosed space is exempt from taxation. Ground in close proximity to the wharves is available at a moderate rental for the erection of manufactories and other industrial establishments. Building materials for the erection of such establishments and machinery necessary for their equipment may be imported free of duty.

The principal objects aimed at by the establishment of this free port are:

First, to facilitate and develop such transit trade as already exists in Copenhagen by reducing to a minimum all loading and discharging expenses and by removing those trammels to trade inseparably connected with the collection of duties and the interference of custom officers;

Second, to assist such industries as have a chance of thriving there to compete in neutral markets, by allowing the erection of works and the carrying on of manufactures within the limits of the free port, thereby saving all unnecessary trouble and loss of time and expense in first clearing the raw materials liable to duty, advantages likely to surpass those offered by the Danish drawback system, which, even if administered with the utmost fairness, never entirely compensates for the import duty on raw materials, since waste, breakage, etc., during manufacture are not taken into account.

Under the warehousing laws of the United States foreign merchandise imported may be placed in bonded warehouse and remain there for three years, when it must be entered for consumption or exported. If not so entered it is regarded as abandoned by the owner and is sold by the Government to pay duties and charges.

All such merchandise must, on arrival, be entered at the custom-house and bond be given in double the amount of the duties thereon. It must be examined, appraised, weighed, gauged, or measured by the proper officials, and must be under the constant surveillance of a Government storekeeper, whose compensation is reimbursed by the proprietor of the warehouse, thus adding to the cost of storage. Foreign vessels bringing such merchandise are subject to a duty upon their tonnage capacity of 3 cents per ton, if coming from certain foreign ports of America, and of 6 cents per ton if coming from other ports. Such duty, however, can not be collected from any vessel more than five times in any one year at these rates, and if any vessel shall become liable to both rates, not more than 30 cents per ton shall be collected in any one year. This amounts to a tax upon steamers of regular lines of $2,000 to $3,000 per annum. In addition, such vessels must pay regular entrance and clearance fees and port charges.

Our warehousing laws also permit the establishment of manufacturing warehouses, into which foreign goods in bond and domestic spirits subject to internal revenue may be transferred for the purpose of manufacture and export free from duty or tax. This privilege is now limited to materials used in the manufacture of medicines, preparations, compositions, extracts, cordials, and liquors, and crude metals or ores to be refined. The manufactured product can in no case be withdrawn except for

export. These warehouses are also under the constant custody and oversight of customs officers, whose compensation is a charge against the proprietor.

A section of the pending tariff bill proposes to extend the privilege of manufacture in bond to all articles made in whole or in part of foreign materials, such materials to be exempt from duty or tax. This would greatly enlarge the system.

Our drawback laws encourage and promote the exportation of manufactured articles by the repayment to the exporter of the duties originally paid upon the foreign materials used in such manufacture, less 1 per cent of such duties. There is, however, involved in this drawback method not only the trouble and expense incident to the original entry of the materials for manufacture and the loss of interest on the duties paid, but the entry for export with benefit of drawback is attended with much detail and expense, so that, taking into account the retention of 1 per cent by the Government and the costs of original entry, interest, and final entry for drawback, the net amount received by the exporter falls considerably short of the duties paid on the imported materials used.

The advantages of the European free-port system over our warehouse and drawback methods may be summed up as follows:

First. The exemption of importing vessels from all fees, tonnage dues, and port charges.

Second. The absolute freedom of exchange of commodities within the limits of the free port by the exemption of all merchandise imported therein from duties or tax of any kind and the saving of brokers' charges, as well as the trouble and annoyance of making entry at the custom-house.

Third. Reduction of expenses for wharfage, storage, and labor by means of improved facilities of loading and unloading vessels and handling merchandise, all such costs being reduced to a minimum.

Fourth. Under the Copenhagen plan the privilege of erecting factories within the limits of the free port upon land granted at a nominal rental, building materials to be admitted free, including equipment machinery, the product of such factories made of materials thus exempt from duty to be exported, or if entered for consumption to pay duty at the rates prescribed for such manufactured articles.

APRIL 16, 1894.

[The Omaha Bee, editorial department. E. Rosewater, editor.]

OMAHA, *April 23, 1894.*

MY DEAR SENATOR: Responding to your inquiry about free ports and my views as to the feasibility of establishing such ports at several of our seaboard cities, I herewith submit a summary of my observations abroad and conclusions reached therefrom.

While sojourning a few days at Hamburg during the summer of 1891 my attention was called to the phenomenal growth of that city and the marked increase of traffic since the establishment of its free harbor. Availing myself of the assistance of the United States consul, I made a thorough inspection of the docks, depots, warehouses, and elevators, which constitute what might be called an international clearing house.

As you are doubtless aware, Hamburg had been a free city until 1881, ten years after its annexation to the German Empire after the Franco-Prussian war. The commerce of Hamburg being for the most part international, any attempt to make it a customs port seriously interfered with the handling and rehandling of commodities and products that were to be reshipped to all parts of the world from Hamburg. To overcome these obstacles to free commercial exchange a tract of land with an area of nearly 4,000 acres adjacent to the river Elbe was set apart for a free harbor. The city of Hamburg expended 80,000,000 marks, and the German Government donated 40,000,000 marks for deepening the channel of the Elbe and the construction of the canals that created several artificial islands, upon which international commerce is conducted without customs interference. Within the area surrounded by the river and canals colossal warehouses and elevators have been erected by a syndicate of Hamburg capitalists upon the condition of their reversion to the city of Hamburg at the end of twenty-five years from their completion in 1888. The magnificent quay, extending over 7 miles, forms the most important part of the harbor. There are in all eleven separate harbors in the free-port district, including the petroleum harbor, where the Standard Oil Company, of this country, has extensive warehouses and oil tanks. There are also shipyards, in which sailing vessels and steamships are constructed and fitted out.

The following facts as to the establishment of the Hamburg free harbor suffice to show the benefits derived therefrom: Within five years after its establishment the population of Hamburg had increased over 200,000; during the year ending July 1, 1891, more than 16,000 vessels, including 6,000 steamships, passed in and out of Hamburg. These steamers hailed from every country on the globe. I was informed, for

instance, that the bulk of all Brazilian coffee destined for the United States is first shipped to Hamburg and then rehandled in the free harbor. The bulk of all the African colonial products destined for Europe and America is redistributed by the commission houses of Hamburg.

Of course all commodities and products destined for Germany or the city of Hamburg proper are subject to customs duty the same as if they were unloaded at any other German port.

The merchants engaged in international traffic upon the free harbor assured me that the margin upon which they do business is so small that it would be impossible to maintain this traffic in competition with Great Britain and other countries if they were hampered by customs inspection and even the most trivial customs charge. The charge for storage and commission is very low, but owing to the enormous bulk of business done it has been found to be profitable.

It goes without saying that all persons employed at the free harbor reside in the city of Hamburg proper and therefore are part of its population.

So forcibly was I impressed with this free port that upon my return to America, in the fall of 1891, I brought with me plans of the Hamburg harbor and the buildings in it. These were presented to Secretary Foster, who expressed himself as decidedly in favor of the establishment of free ports in America.

Incidentally, it would seem to me both practical and desirable to extend the privilege of manufacturing within the domain of the free harbor from raw materials imported into the country and exporting the goods there manufactured to foreign countries. Such a policy would enable us to give employment to our own workmen and compete with the free-trade countries by supplying the markets of the world with articles of American manufacture.

Yours, very respectfully,

E. ROSEWATER.

Hon. WM. E. CHANDLER,
United States Senator, Washington, D. C.

FORT POND BAY.

Fort Pond Bay is a deep harbor on the north side of Long Island, about 6 miles from Montauk Point, which is the easterly extremity of the island. It is 125 miles from New York City, and in case it is a free port it will be reached by land by the Long Island Railroad, which now extends to within a short distance from the bay. The bay measures about 1 square mile, and is well sheltered from storms, being open only from the northeast round to the northwest. Its shores are composed of coarse sand and gravel, and the bottom of the bay has about 3 feet of mud overlying hard sand. It can be reached from the ocean by the channel between Montauk Point and Block Island, which is 14 miles wide with a maximum depth of 14 fathoms. It may also be reached by the channel between Block Island and Point Judith, Rhode Island, which is 10 miles in width and has a maximum depth of 22 fathoms.

The surveys of Fort Pond Bay by the United States Government are described in the annual reports of the Chief of Engineers of the Army for 1888, part 1, pages 733–741, and for 1893, part 1, pages 1077–1082, and the account for the latter year is also printed as House Ex. Doc. No. 110, of the Fifty-second Congress, second session.

The merits of Fort Pond Bay have been hitherto put forward in connection with a special project for a line of fast transatlantic steamers from Montauk Point to Milford Haven, England; but the scheme has been opposed by the existing steamship companies, who prefer to deliver all their passengers and freight at New York City. Under these conditions the engineers have not advised the improvement of the harbor at Government expense.

The present plan for a free port at Fort Pond Bay is advocated, not in the interest of any new line of fast steamers, but with a view to affording its facilities to all the existing steamship lines, and to foreign and domestic vessels of all kinds; and to give to the State of New York and the whole country the great advantages of many kinds to be derived from the establishment of a free port.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 107.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 7, 1896.—Referred to the Committee on Appropriations and ordered to be printed.

Mr. MCMILLAN presented the following

MEMORIAL FROM THE NORTHEASTERN CITIZENS' SUBURBAN ASSOCIATION RELATIVE TO SCHOOL FACILITIES, GRADING, AND LIGHTING.

The Northeast Citizens' Suburban Association, through its officers, John W. Watson, president, and H. S. Sutton, secretary, respectfully petition the District of Columbia and Appropriation committees of the Senate:

GENTLEMEN: The following paragraphs have met with the indorsement of the District Commissioners and will be found in the estimates for the fiscal year:

For grading and improving Twenty-second and Twenty-fourth streets NE., $4,000.
For site and building for school purposes, $12,000.
For 50 naphtha street lamps—Winthrop Heights, 15; Langdon, 20; Avalon Heights, 15.

The territory for which this legislation is asked by the Northeastern Suburban Citizens' Association and the District Commissioners extends from Eighteenth and W streets on the south to Twenty-ninth and Frankfort streets on the north and east, and embraces the several subdivisions of Avalon Heights, East Langdon, Langdon Park, and Winthrop Heights, all of which are laid out in exact conformity with the streets of the city.

On page 273, Book of Estimates, is a paragraph allowing $4,000 for the grading of Twenty-fourth and Twenty-second streets, Langdon.

Twenty-second street is the main artery of the section, feeding into it from east and west being Cincinnati, Detroit, Emporia, Frankfort, and Galveston streets. With Baltimore street, it affords the only outlet the subdivision of Winthrop Heights has to the city. By it is reached the only crossing over the Baltimore and Ohio tracks from Ivy City to the District line, a distance of 3 miles. At certain seasons of the year it is practically impassable. Twenty-fourth street is the only avenue the residents of East Langdon have for reaching the station, the post-office, and the Episcopal Church. All other improvements of the several suburbs have been subordinated to this, the one for which there is the most urgent necessity.

The small amount estimated for grading will suffice to put in condition a thoroughfare for delivery wagons, coal, etc., to scores of families now in bad weather almost destitute of hauling facilities.

Street lamps are especially desired. In the area mentioned are four stores, two churches—Methodist and Episcopal—with night services,

Langdon Lodge of Odd Fellows, Langdon Lodge of Good Templars, a Christian Endeavor society, a dancing school, constant choir practice by thirty or forty ladies and gentlemen, to say nothing of patrons of night trains hourly.

Proper educational facilities have long been deplored. Dozens of families are forced to send their children to the city schools at an expense of $3 per month for car fare. The quarters now occupied, where only three grades are taught, at a rental of $45 per month, is a storeroom rented from the Langdon Hall Association, confessedly inadequate, and located a few feet from the Baltimore and Ohio Railroad tracks—a dangerous playground.

In this connection it may be stated that the District government is the owner of a handsome plateau, an acre in extent, near the intersection of Frankfort and Twentieth streets, on the line dividing Winthrop Heights and Langdon Park, an ideal location for a school building.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 108.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 10, 1896.—Ordered to be printed.

Mr. HALE presented the following

REPORT OF OPERATIONS UPON REPAIRS AND ENLARGEMENT OF THE GOVERNMENT PRINTING OFFICE AND THE ERECTION OF A FIREPROOF BUILDING UPON THE SITE OF THE GOVERNMENT PRINTING OFFICE STABLES, UNDER THE CHIEF OF ENGINEERS, DURING THE MONTH OF JANUARY, 1896.

FIRST. APPROVED PROJECT OF 1894, UNDER THE ACT OF AUGUST 18, 1894.

To erect three fire escapes, construct an additional story upon southwest fireproof section, erect a new five-story building between the southwest and south center sections, and thoroughly strengthen and render safe the H street section, at an estimated cost of $65,000.

Money statement.

Amount available under act of August 18, 1894, as indicated by letter from Chief of Engineers, United States Army, dated October 3, 1894		$65,000.00
Amount expended during the month		17.62
Balance unexpended at end of month		30,048.23
In Treasury United States	$30,000.00	
In hand	48.23	
Outstanding liabilities at end of month		25.00
Balance available at end of month		30,023.23

SECOND. APPROVED PROJECT OF 1895, UNDER ACT OF MARCH 2, 1895.

To erect a six-story fireproof structure of brick, with steel frame, upon site of the present stables of the United States Government Printing Office.

Money statement.

[Project approved March 19, 1895.]

Amount available under act of March 2, 1895		$121,121.90
Amount expended during the month		11,917.54
Balance unexpended at end of month		44,114.48
In Treasury United States	$28,121.90	
In hand	15,992.58	
Outstanding liabilities at end of month	6,451.00	
Amount covered by existing contracts at end of month	14,844.90	
		21,295.90
Balance available at end of month		22,818.58

Operations have been in progress during the month both by contract and hired labor, materials being purchased by contract, except in cases of emergency.

Work upon the new structure has been pushed forward as rapidly as possible.

The brickwork of the outer walls has been practically completed, the copper cornice placed in position, the roof prepared for the tin covering, and work of laying tin commenced and pushed forward.

The carriages of the iron stairways have been placed in position and the work well advanced toward completion.

The floor arches have been nearly completed in the fourth and fifth stories and well advanced in the sixth story, and the fireproofing of the columns and girders has been continued.

Ninety-three thousand six hundred and twenty common brick, 13,858 buff brick, 12,636 select red brick, 3,552 pressed, molded, and colored brick, 171 pieces of ornamental terra-cotta, and 92 stone sills, lintels, and mullions have been built into the walls, and 40 window frames have been placed in position.

The number of mechanics and laborers engaged upon the work during favorable weather has varied from 100 to 140 daily, and operations have been pushed forward as rapidly as is consistent with first-class work done by first-class mechanics.

Operations were commenced on the 28th instant cleaning down the north, south, and west fronts, preparatory to removing the large scaffolding.

The preparation of plans and specifications for the heating, lighting, and plumbing of the building has been in progress.

Materials for this work will be purchased under contract and the work done by hired labor.

PROBABLE OPERATIONS FOR FEBRUARY.

Weather permitting, to complete tin-roof covering, complete iron stairways, complete interior brickwork, complete floor arches and fireproofing, place windows in position, and invite proposals for materials for heating, lighting, and plumbing.

Respectfully submitted.

JOHN M. WILSON,
Colonel, Corps of Engineers, United States Army.

OFFICE OF PUBLIC BUILDINGS AND GROUNDS,
Washington, D. C., January 31, 1896.

[First indorsement.]

OFFICE CHIEF OF ENGINEERS, UNITED STATES ARMY,
February 7, 1896.

Copy respectfully furnished Hon. Eugene Hale, chairman Senate Committee on Printing, for his information.

W. P. CRAIGHILL,
Brig. Gen., Chief of Engineers.



Vice-President Stevenson.
Mrs. Stevenson. Governor and Mrs. Sheakley.

[Frontispiece.

TEACHERS AND PUPILS, PRESBYTERIAN MISSION SCHOOL, SITKA, ALASKA.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 111.

IN THE SENATE OF THE UNITED STATES.

REPORT

ON

INTRODUCTION OF DOMESTIC REINDEER INTO ALASKA,

WITH

MAPS AND ILLUSTRATIONS,

BY

SHELDON JACKSON,
GENERAL AGENT OF EDUCATION IN ALASKA.

1895.

FEBRUARY 10, 1896.—Laid on the table and ordered to be printed.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1896.

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ACTION OF THE SENATE OF THE UNITED STATES.

IN THE SENATE OF THE UNITED STATES,
February 5, 1896.

Resolved, That the Secretary of the Interior be directed to transmit to the Senate the report of Dr. Sheldon Jackson upon "The introduction of domestic reindeer into the District of Alaska for 1895."

WM. R. COX, *Secretary.*

LETTER OF TRANSMITTAL.

DEPARTMENT OF THE INTERIOR,
Washington, February 7, 1896.

SIR: I am in receipt of Senate resolution of the 5th instant—

That the Secretary of the Interior be directed to transmit to the Senate the report of Dr. Sheldon Jackson upon "The introduction of domestic reindeer into the District of Alaska for 1895."

In response thereto I have the honor to transmit herewith a copy of the report indicated in the foregoing resolution.

Very respectfully,

HOKE SMITH, *Secretary.*

The PRESIDENT OF THE SENATE.

INTRODUCTION OF DOMESTIC REINDEER INTO ALASKA.

DEPARTMENT OF THE INTERIOR,
BUREAU OF EDUCATION, ALASKA DIVISION,
Washington, D. C., December 31, 1895.

SIR: When in the year 1890 I visited arctic Alaska for the purpose of establishing schools, I found the Eskimo population slowly dying off with starvation. For ages they and their fathers had secured a comfortable living from the products of the sea, principally the whale, the walrus, and the seal. The supplies of the sea had been supplemented by the fish and aquatic birds of their rivers and the caribou or wild reindeer that roamed in large herds over the inland tundra.

The supply of these in years past was abundant and furnished ample food for all the people. But fifty years ago American whalers, having largely exhausted the supply in other waters, found their way into the North Pacific Ocean. Then commenced for that section the slaughter and destruction of whales that went steadily forward at the rate of hundreds and thousands annually, until they were killed off or driven out of the Pacific Ocean. They were then followed into Bering Sea, and the slaughter went on. The whales took refuge among the ice fields of the Arctic Ocean, and thither the whalers followed. In this relentless hunt the remnant have been driven still farther into the inaccessible regions around the North Pole, and are no longer within reach of the natives.

As the great herds of buffalo that once roamed the Western prairies have been exterminated for their pelts, so the whales have been sacrificed for the fat that incased their bodies and the bone that hung in their mouths. With the destruction of the whale one large source of food supply for the natives has been cut off.

Another large supply was derived from the walrus, which once swarmed in great numbers in those northern seas. But commerce wanted more ivory, and the whalers turned their attention to the walrus, destroying thousands annually for the sake of their tusks. Where a few years ago they were so numerous that their bellowings were heard above the roar of the waves and grinding and crashing of the ice fields, last year I cruised for weeks seeing but few. The walrus, as a source of food supply, is already very scarce.

The sea lions, once so common in Bering Sea, are now becoming so few in number that it is with difficulty that the natives procure a sufficient number of skins to cover their boats, and the flesh of the walrus, on account of its rarity, has become a luxury.

In the past the natives, with tireless industry, caught and cured, for use in their long winters, great quantities of fish, but American canneries have already come to some of their streams, and will soon be found on all of them, both carrying the food out of the country and, by their wasteful methods, destroying the future supply. Five million cans of salmon annually shipped away from Alaska—and the business still in its infancy—means starvation to the native races in the near future.

With the advent of improved breech-loading firearms the wild reindeer are both being killed off and frightened away to the remote and more inaccessible regions of the interior, and another source of food supply is diminishing. Thus the support of the people is largely gone, and the process of slow starvation and extermination has commenced along the whole arctic coast of Alaska.

To establish schools among a starving people would be of little service; hence education, civilization, and humanity alike called for relief. The sea could not be restocked with whale as a stream can be restocked with fish. To feed the population at Government expense would pauperize and in the end as certainly destroy them. Some other method had to be devised. This was suggested by the wild nomad tribes on the Siberian side of Bering Straits. They had an unfailing food supply in their large herds of domestic reindeer. Why not introduce the domestic reindeer on the American side and thus provide a new and adequate food supply?

To do this will give the Eskimo as permanent a food supply as the cattle of the Western plains and sheep of New Mexico and Arizona do the inhabitants of those sections. It will do more than preserve life—it will preserve the self-respect of the people and advance them in the scale of civilization. It will change them from hunters to herders. It will also utilize the hundreds of thousands of square miles of moss-covered tundra of arctic and subarctic Alaska and make those now useless and barren wastes conducive to the wealth and prosperity of the United States.

A moderate computation, based upon the statistics of Lapland, where similar climatic and other conditions exist, shows northern and central Alaska capable of supporting over 9,000,000 head of reindeer.

To reclaim and make valuable vast areas of land otherwise worthless; to introduce large, permanent, and wealth-producing industries where none previously existed; to take a barbarian people on the verge of starvation and lift them up to a comfortable self-support and civilization is certainly a work of national importance.

Returning to Washington on November 12, 1890, I addressed to the Commissioner of Education a preliminary report of the season's work, emphasizing the destitute condition of the Alaskan Eskimo and recommending the introduction of the domestic reindeer of Siberia.

On the 5th of December following, this report was transmitted by you to the Secretary of the Interior for his information, and on the 15th

transmitted to the Senate by Hon. George Chandler, Acting Secretary of the Interior. On the following day it was referred by the Senate to the Committee on Education and Labor.

On the 19th of December Hon. Louis E. McComas, of Maryland, introduced into the House of Representatives a joint resolution (H. Res. No. 258) providing that the act of Congress approved March 2, 1887, "An act to establish agricultural experiment stations in connection with the colleges established in the several States," should be extended by the Secretary of the Interior over Alaska, with the expectation that the purchase, improvement, and management of domestic reindeer should be made a part of the industrial education of the proposed college.

The resolution was referred to the Committee on Education, and on the 9th of January, 1891, reported back to the House of Representatives for passage.

It was, however, so near the close of the short term of Congress that the resolution was not reached. When it became apparent that it would not be reached in the usual way, the Hon. Henry M. Teller, on the 26th of February, moved an amendment to the bill (H. R. No.13462) making appropriations for sundry civil expenses of the Government for the year ending June 30, 1892, appropriating $15,000 for the introduction of domestic reindeer into Alaska, which was carried. The appropriation failed to receive the concurrence of the conference committee of the House of Representatives.

Upon the failure of the Fifty-first Congress to take action, and deprecating the delay of twelve months before another attempt could be made, I issued, with the approval of the Commissioner of Education, an appeal in the Mail and Express of New York City, the Boston Transcript, the Philadelphia Ledger, the Chicago Inter-Ocean, and the Washington Star, as well as in a number of the religious newspapers of the country, for contributions to this object. The response was prompt and generous; $2,146 were received.

As the season had arrived for the usual visit of inspection and supervision of the schools in Alaska, in addition to my regular work for the schools I was authorized to commence the work of introducing domestic reindeer into Alaska. The natives of Siberia who own the reindeer, knowing nothing of the use of money, an assortment of goods for the purpose of barter for the reindeer was procured from the funds so generously contributed by benevolent people.

The honorable Secretary of the Treasury issued instructions to Captain Healy to furnish me every possible facility for the purchase and transportation of reindeer from Siberia to Alaska. The honorable Secretary of State secured from the Russian Government instructions to their officers on the Siberian coast also to render what assistance they could, and on May 25, 1891, I again took passage on the revenue cutter *Bear*, Captain Healy in command, for the coast of Siberia.

The proposition to introduce domestic reindeer into Alaska had ex-

cited widespread and general interest. In the public discussions which arose with regard to the scheme, a sentiment was found in some circles that it was impracticable; that on account of the superstitions of the natives they would be unwilling to sell their stock alive; further, that the nature of the reindeer was such that he would not bear ship transportation, and also that, even if they could be purchased and safely transported, the native dogs on the Alaskan coast would destroy or the natives kill them for food. This feeling, which was held by many intelligent men, was asserted so strongly and positively that it was thought best the first season to make haste slowly, and instead of purchasing a large number of reindeer to possibly die on shipboard or perhaps to be destroyed by the Alaskan dogs (thus at the very outset prejudicing the scheme), it was deemed wiser and safer to buy only a few.

Therefore, in the time available from other educational duties during the season of 1891, I again carefully reviewed the ground and secured all possible additional information with regard to the reindeer, and, while delaying the actual establishment of a herd until another season, refuted the correctness of the objections that the natives will not sell and the deer will not bear transportation by actually buying and transporting them.

The work was so new and untried that many things could only be found out by actual experience.

First. The wild deer men of Siberia are a very superstitious people, and need to be approached with great wisdom and tact. If a man should sell us deer and the following winter an epidemic break out in his herd, or some calamity befall his family, the Shamans would make him believe that his misfortune was all due to the sale of the deer.

Second. The Siberian deer men are a nonprogressive people. They have lived for ages outside of the activities and progress of the world. As the fathers did, so continue to do their children. Now, they have never before been asked to sell their deer; it is a new thing to them, and they do not know what to make of it. They were suspicious of our designs. Another difficulty arises from the fact that they can not understand what we want with the reindeer. They have no knowledge of such a motive as doing good to others without pay.

As a rule, the men with the largest herds, who can best afford to sell, are inland and difficult to reach. Then business selfishness comes in. The introduction of the reindeer on the American side may to some extent injuriously affect their trade in deer skins. From time immemorial they have been accustomed to take their skins to Alaska and exchange them for oil. To establish herds in Alaska will, they fear, ruin this business.

Another difficulty experienced was the impossibility of securing a competent interpreter. A few of the natives of the Siberian coast have spent one or more seasons on a whaler, and thus picked up a very little English. And upon this class we have been dependent in the past.



MODEL COTTAGES, SITKA, ALASKA.

(These cottages were built and paid for by the graduates of the Presbyterian Industrial Training School, Sitka, and are occupied by their Thlinget owners.)

However, notwithstanding all these difficulties and delays, Captain Healy, with the *Bear*, coasted from 1,200 to 1,500 miles, calling at the various villages and holding conferences with the leading reindeer owners on the Siberian coast. Arrangements were made for the purchase of animals the following season. Then, to answer the question whether reindeer could be purchased and transported alive, I bought 16 head, kept them on shipboard for some three weeks, passing through a gale so severe that the ship had to "lie to," and finally landed them in good condition at Amaknak Island, in the harbor of Unalaska.

Upon my return to Washington City in the fall of 1891 the question was again urged upon the attention of Congress, and on the 17th of December, 1891, Hon. H. M. Teller introduced a bill (S. 1109) appropriating $15,000, to be expended under the direction of the Secretary of the Interior, for the purpose of introducing and maintaining in the Territory of Alaska reindeer for domestic purposes. This bill was referred to the Committee on Agriculture and Forestry, Hon. Algernon S. Paddock, chairman. The committee took favorable action, and the bill was passed by the Senate on May 23, 1892. On the following day it was reported to the House of Representatives and referred to the Committee on Appropriations. A similar bill (H. R. 7764) was introduced into the House of Representatives by Hon. A. C. Durborow and referred to the Committee on Agriculture.

On April 15 Hon. S. B. Alexander, of North Carolina, reported the bill to the House of Representatives with the approval of the Committee on Agriculture. The bill was placed on the calendar, but failed to pass the House.

On the 2d of May, 1892, I started for my third summer's work on the coast of Siberia and Arctic Alaska in the United States revenue cutter *Bear*, Capt. M. A. Healy, commanding, and, upon the 29th of June following, selected in the northeast corner of Port Clarence (the nearest good harbor to Bering Straits on the American side) a suitable location for the establishment of an industrial school, the principal industry of which is the management and propagation of domestic reindeer. The institution is named the Teller Reindeer Station.

During the summer of 1892 I made five visits to Siberia, purchasing and transporting to Port Clarence 171 head of reindeer. I also superintended the erection of a large building for the officers and residence of the superintendent of the station, Mr. Miner W. Bruce, of Nebraska.

Returning to Washington in the early winter, agitation was at once commenced before Congress, resulting in an appropriation by the Fifty-second Congress, second session (March 3, 1893), of "$6,000, to be expended under the direction of the Secretary of the Interior, for the purpose of introducing and maintaining in the Territory of Alaska reindeer for domestic purposes." The management of this fund was wisely laid upon the Commissioner of Education and was made a part of the school system of Alaska.

During the spring of 1893, 79 fawns were born to the herd at the Teller Reindeer Station, and during the summer 127 deer were purchased in Siberia and added to the Alaska herd.

At the expiration of his year's service Mr. Bruce resigned, and Mr. W. T. Lopp, of Indiana, was appointed superintendent.

During April, May, and June, 1894, 186 fawns were born to the herd, of which 41 were lost by being frozen or deserted by their mothers. During the summer I purchased in Siberia 120 head, which were added to the herd.

Siberian herders were employed at the beginning of the enterprise, not because they were considered the best, but because they were near by and were the only ones that could be had at the time. It was realized from the first that if the Alaskan Eskimo were to be taught the breeding and care of the reindeer, it was important that they should have the benefit of the most intelligent instructors and of the best methods that were in use. By universal consent it is admitted that the Lapps of northern Europe, because of their superior intelligence (nearly all of them being able to read and write and some of them being acquainted with several languages), are much superior to the Samoyedes deer men of northern Europe and Asia and the barbarous deer men of northeastern Siberia. Intelligence applied to the raising of reindeer, just as to any other industry, produces the best results.

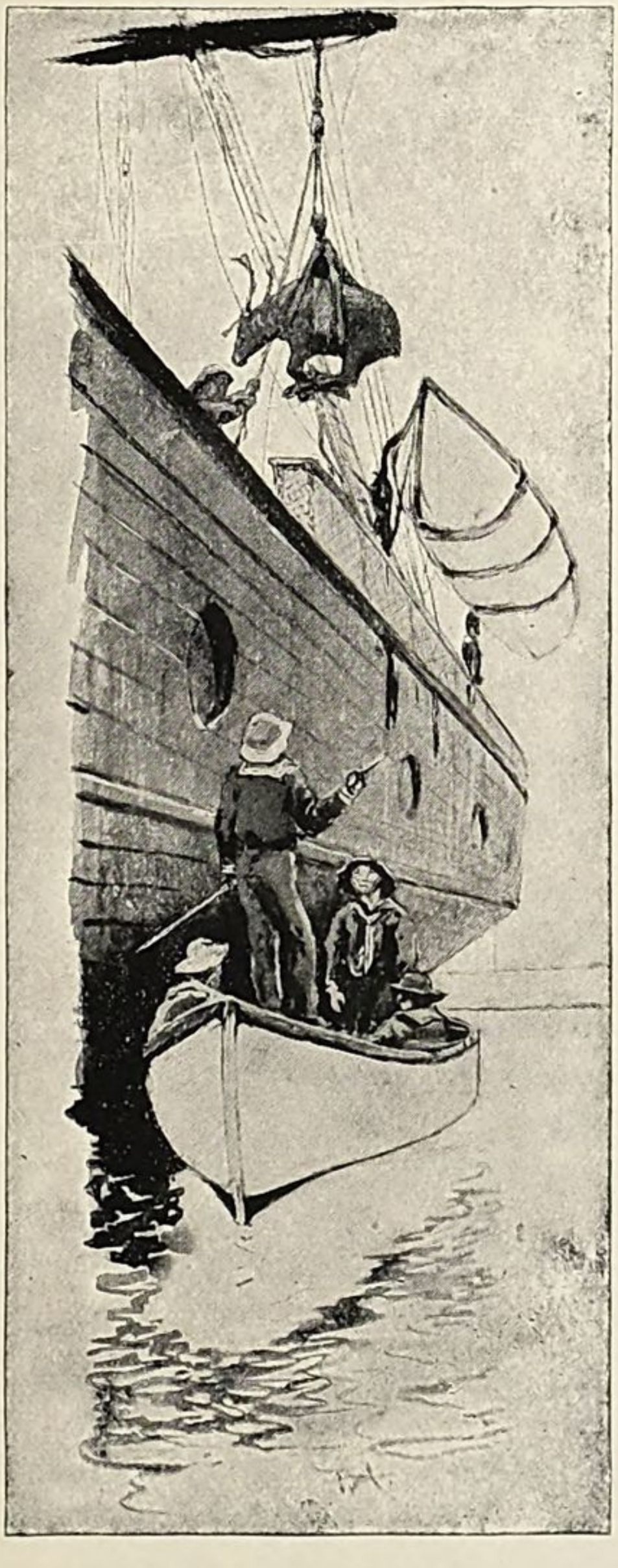
Therefore, when in 1893 it was ascertained that the herd at Port Clarence had safely passed its first winter (thus assuring its permanence), I at once set about securing herders from Lapland. There being no public funds available to meet the expense of sending an agent to Norway in order to secure skilled Lapp herders, I had recourse again to the private benefactions of friends of the enterprise, and $1,000 was contributed.

Mr. William A. Kjellmann, of Madison, Wis., was selected as superintendent of the Teller Reindeer Station and sent to Lapland for herders. He sailed from New York City February 21, and landed upon his return May 12, 1894, having with him seven men, their wives and children, making sixteen souls in all. This was the first colony of Lapps ever brought to the United States. They reached the Teller Reindeer Station safely on July 29, having traveled over 12,500 miles. Upon reaching the station Mr. Kjellmann took charge, relieving Mr. W. T. Lopp, who desired to return to the mission work at Cape Prince of Wales.

In 1894 the Fifty-third Congress, second session, increased the reindeer appropriation to $7,500, and the same amount was appropriated in the spring of 1895, at the third session of the same Congress.

1895.

The accompanying report of Mr. William A. Kjellmann (Appendix B) upon the conduct of the Teller Reindeer Station and reindeer herd is so full and satisfactory that I will not even attempt to summarize it, but rather urge its careful reading.



LOADING REINDEER ON SHIPBOARD.

Published by courtesy of "Our Animal Friends."

Owing to the serious illness of his wife, and her need of the services of a physician, that could not be had at the station, Mr. Kjellmann resigned on the 20th of July and returned to the States. The same day Mr. Jens C. Widstead, of Wisconsin, the assistant superintendent, was made superintendent, and Mr. Thorvaald Kjellmann, of Norway, was appointed his assistant.

Having spent five consecutive seasons in arctic and subarctic Alaska and Siberia establishing and supervising schools and the introduction of reindeer, I felt the need of giving a season to the work in southeast Alaska. To accomplish this Mr. William Hamilton, my assistant, made the arctic cruise this season. The itinerary for 1895 is therefore written by him and is incorporated in an appendix (Appendix A).

The experience of the past year has demonstrated the wisdom of procuring Lapps for herders. Their greater intelligence, skill, and gentleness in handling the deer, and the introduction of their improved methods of treatment, have greatly promoted the welfare of the herd. In 1894, 41 fawns out of the 186 born were lost under the supervision of the Siberian herders. This spring under the care of the Lapps but 22 fawns were lost of 298 born at the three stations, and 7 of these were from the 75 born at Cape Prince of Wales, where no Lapp was present, thus reducing the percentage of loss among the calves the past spring from 22 per cent in the previous year to about 6 per cent for the present year. This great saving is due to the greater skill of the Lapps, and would alone pay the extra expense of procuring them as herders. It has also been found that there is a hearty agreement in the work between the Lapps and the Eskimo.

Last fall a commencement was made in the distribution from the central herd at the Teller Station. In August, 1894, 119 head of deer were given to Mr. W. T. Lopp, in charge of the mission of the American Missionary Association at Cape Prince of Wales. This spring the herd was increased by the birth of 75 fawns (Appendix C).

Instructions were left in fall of 1895 to furnish similar herds to the Swedish Evangelical mission at the head of Norton Sound and to the Episcopalians and Roman Catholics on the Yukon River.

The Eskimo have been so little accustomed to assistance from the whites that they have been somewhat skeptical concerning their being permitted to ultimately own the reindeer. As evidence of good faith, in February last a herd of 115 head was entrusted to three or four of the most experienced native apprentices, with an agreement that they were to own the natural increase. This spring during fawning season a Lapp was sent to their assistance, and they lost only 2 fawns out of the 79 born.

The experience of the past four years has demonstrated the fact that the present system of procuring reindeer is too slow, and will take many years to accomplish the purpose of the Government. To expedite matters I would respectfully suggest the propriety of placing, with

the consent of the Russian Government, a purchasing station somewhere on the Siberian coast, to remain through the year (Appendix F). If successful such a station ought to gather together 2,000 or 3,000 head and have them ready for transportation during the summer. Another plan, and a more feasible one, will be to contract with responsible parties for the purchasing and delivering of so many head of reindeer annually at certain designated points in Alaska. This latter plan will relieve the office of much anxiety.

THE POSSIBILITIES OF THE FUTURE.

There are in northern and central Alaska, at a moderate estimate, 400,000 square miles of territory that are unadapted to agriculture or the grazing of cattle, and that region is without an adequate food supply for the Eskimo inhabitants or the white miners and others who are now penetrating it in search of gold or trade. But that whole region is supplied with a long, fibrous white moss (*Cladonia rangiferina*), the natural food of the reindeer. This is capable of becoming food and clothing for men only by its transformation into reindeer meat and furs.

The best results in the raising of reindeer, and the most complete statistics, are found in Norway and Sweden. Taking those countries as a basis, we find that the northern provinces known as Lapland contain an area of 14,000 square miles, in which are 322,568 head of reindeer. This gives an average of 23 reindeer to the square mile.

Applying this ratio to the 400,000 square miles of arctic and subarctic Alaska (and there is no known reason in the general character of the country why we should not), we have as a result that Alaska is capable of sustaining 9,200,000 head of reindeer, which, at the valuation of $9 each (the price in Sweden), will be worth $83,000,000.

In Lapland there is an average of 32 head of reindeer to each person among the reindeer Lapps. Applying the same average to Alaska, the 9,200,000 head of reindeer will support a population of 287,500, living like the Lapps of Lapland.

EFFECT UPON ALASKA.

The stocking of Alaska with reindeer means—

First. The opening up of the vast and almost inaccessible region of northern and central Alaska to white settlers and civilization.

The original purpose in 1890 to introduce reindeer into Alaska was inspired by a desire to provide a new and more permanent food supply for the half-famishing Eskimo.

Since then the discovery of large and valuable gold deposits upon the streams of arctic and subarctic Alaska has made the introduction of reindeer a necessity for the white man as well as the Eskimo. Previous to the discovery of gold there was nothing to attract the white settler to that desolate region, but with the knowledge of valuable gold deposits thousands will there make their homes, and towns and villages are already springing into existence.



THLINGET HOUSE. INTERIOR CARVINGS AND CEREMONIAL GARMENTS.
Photograph by Winter & Pond, Juneau, Alaska. (Copyright.)

But that vast region, with its perpetual frozen subsoil, is without agricultural resources. Groceries, breadstuffs, etc., must be procured from the outside. Steamers upon the Yukon can bring food to the mouths of the gold-bearing streams, but the mines are often many miles up these unnavigable streams. Already great difficulty is experienced in securing sufficient food by dog-train transportation and the packing of the natives. The miners need reindeer transportation.

Again, the development of the mines and the growth of settlements upon streams hundreds of miles apart necessitates some method of speedy travel. A dog team on a long journey will make on an average from 15 to 25 miles a day, and in some sections can not make the trip at all, because they can not carry with them a sufficient supply of food for the dogs, and can procure none in the country through which they travel. To facilitate and render possible frequent and speedy communication between these isolated settlements and growing centers of American civilization, where the ordinary roads of the States have no existence and can not be maintained except at an enormous expense, reindeer teams that require no beaten roads, and that at the close of a day's work can be turned loose to forage for themselves, are essential. The introduction of reindeer into Alaska makes possible the development of the mines and the support of a million miners.

Second. The opening up of a vast commercial industry. Lapland, with 400,000 reindeer, supplies the grocery stores of northern Europe with smoked reindeer hams, 10 cents per pound; smoked tongues, at 10 cents each; dried hides, at $1.25 to $1.75 each; tanned hides, $2 to $3 each, and 23,000 carcasses to the butcher shops, in addition to what is consumed by the Lapps themselves.

Fresh reindeer meat is considered a great delicacy. Russia exports it frozen, in carloads, to Germany. The Norwegian Preserving Company use large quantities of it for canning.

The tanned skins (soft and with a beautiful yellow color) have a ready sale for military pantaloons, gloves, bookbinding, covering of chairs and sofas, bed pillows, etc.

The hair is in great demand for the filling of life-saving apparatus (buoys, etc.), as it possesses a wonderful degree of buoyancy. The best existing glue is made of reindeer horns.

On the same basis Alaska, with its capacity for 9,200,000 head of reindeer, can supply the markets of America with 500,000 carcasses of venison annually, together with tons of delicious hams and tongues, and the finest of leather.

Surely the creation of an industry worth from $83,000,000 to $100,000,000, where none now exists, is worth the attention of the American people.

Third. The perpetuation, multiplication, and civilization of the Eskimos of that region. The Eskimos are a hardy and docile race. Their children learn readily in the schools, and there is no reason why they

should not be made an important factor in the development of that land. The density of population in any section being largely dependent upon the quantity of the food supply, the increase of food supply will naturally increase the number of hardy Eskimo.

For the breeding of the reindeer and the instruction of the native people in this industry, it is desirable that there should be a migration to that country of skilled herders and their families. The inviting of this class of European settlers will not crowd out the native Eskimos, but will greatly assist them in their efforts to adjust themselves to the raising of reindeer. Lapp families, with their greater intelligence, skill, and gentleness in handling reindeer, and their improved methods of treatment, wisely distributed among the Eskimos, will be an object lesson to stimulate, encourage, and instruct them.

To awaken an interest in Lapland and open the way for securing a larger number of Lapp herders, I would suggest the publication for distribution in Lapland of a small pamphlet in the Norwegian language upon the advantages of raising reindeer in Alaska.

I am in receipt of many applications for the reindeer report that can not be supplied, because of the limited edition now published. It is important that the rising public sentiment favorable to the introduction of domestic reindeer into Alaska should be fostered and quickened by the wide dissemination of the information contained in these annual reports. Judging from past experience, an edition of 100,000 copies would be quickly applied for and taken.

REINDEER FUND, 1894–95.

Received from Congress		$7,500.00
Disbursements:		
Supplies and general expenses of station, Port Clarence	$3,811.83	
Trade goods used in purchasing deer	1,767.26	
Extra coal used by the *Bear* in transporting deer	1,081.50	
Maps used in report	150.00	
Salaries of employees at station	683.80	
Total		7,494.39
Balance		5.61

I desire to acknowledge my indebtedness to Mr. John P. Haines, president of the American Society for the Prevention of Cruelty to Animals, for illustrations of driving and loading reindeer, and to Messrs. William Hamilton, Tappan Adney, John M. Justice, Francis Barnum, Winter & Pond, and to the Woman's American Baptist Home Missionary Society for photographs.

Thanking you for your deep interest and hearty cooperation in the work, I remain, with great respect,

Your obedient servant,

SHELDON JACKSON,
United States General Agent of Education in Alaska.

Hon. W. T. HARRIS, LL. D.,
Commissioner of Education, Washington, D. C.



Rear of cooper shop. Parsonage. Hospital.

A Bit of the Presbyterian Mission, Sitka, Alaska.

APPENDIXES.



NATIVE THLINGET FAMILY, JUNEAU, ALASKA.

APPENDIX A.

THE ITINERARY FOR 1895.

By WILLIAM HAMILTON, Assistant Agent of Education.

BUREAU OF EDUCATION, ALASKA DIVISION,
Washington, D. C., December 31, 1895.

DEAR SIR: In accordance with your instructions I left Washington on April 15, arriving at Tacoma six days later. Here I took passage for Sitka on the Pacific Coast Steamship Company's vessel *City of Topeka*. The low rates to Alaska during the present season, the alleged rapid development of the gold mines in the Yukon region, and the unusually hard times on the Pacific Coast are greatly encouraging immigration to Alaska. The *City of Topeka* was crowded from stem to stern with all sorts and conditions of men; every berth was occupied, and at night the tables in the dining saloon were covered with long rows of slumbering humanity.

Soon after crossing the line between British Columbia and Alaska the steamer touched at Metlakahtla, the home of Mr. Duncan's colony of Christianized Timpseans. There are about 100 neat frame houses in the village, a large church and schoolhouse, the boys and the girls' boarding home, Mr. Duncan's residence and office, the cannery, sawmill, and the store. The church is complete with belfry, spire, vestibule, gallery, and pulpit carved by hand, all native handiwork. The salmon cannery ships about 8,000 cases each year, and the sawmill supplies all the lumber needed. Sidewalks in excellent condition, 10 feet wide, extend along the principal street of the village. A conspicuous object is a platform built on a huge cedar stump, where the native band plays on steamer days. As the steamer arrived late in the evening and left at 4 o'clock the next morning, I regret that I did not see the school in session.

The next place of interest at which the steamer stopped was Fort Wrangell. In the days when the Cassiar gold mines at the head of the Stikine River were in their glory, and when the barracks were occupied by United States troops, a tide of motley life swept through the long street which extends along the water front from the fort to the chief's house. In 1877 the Government withdrew its troops from all posts in Alaska, the mining regions of the Stikine have been abandoned, and the only indication of the industry of civilization is the frequent puffs of steam issuing from the large sawmill.

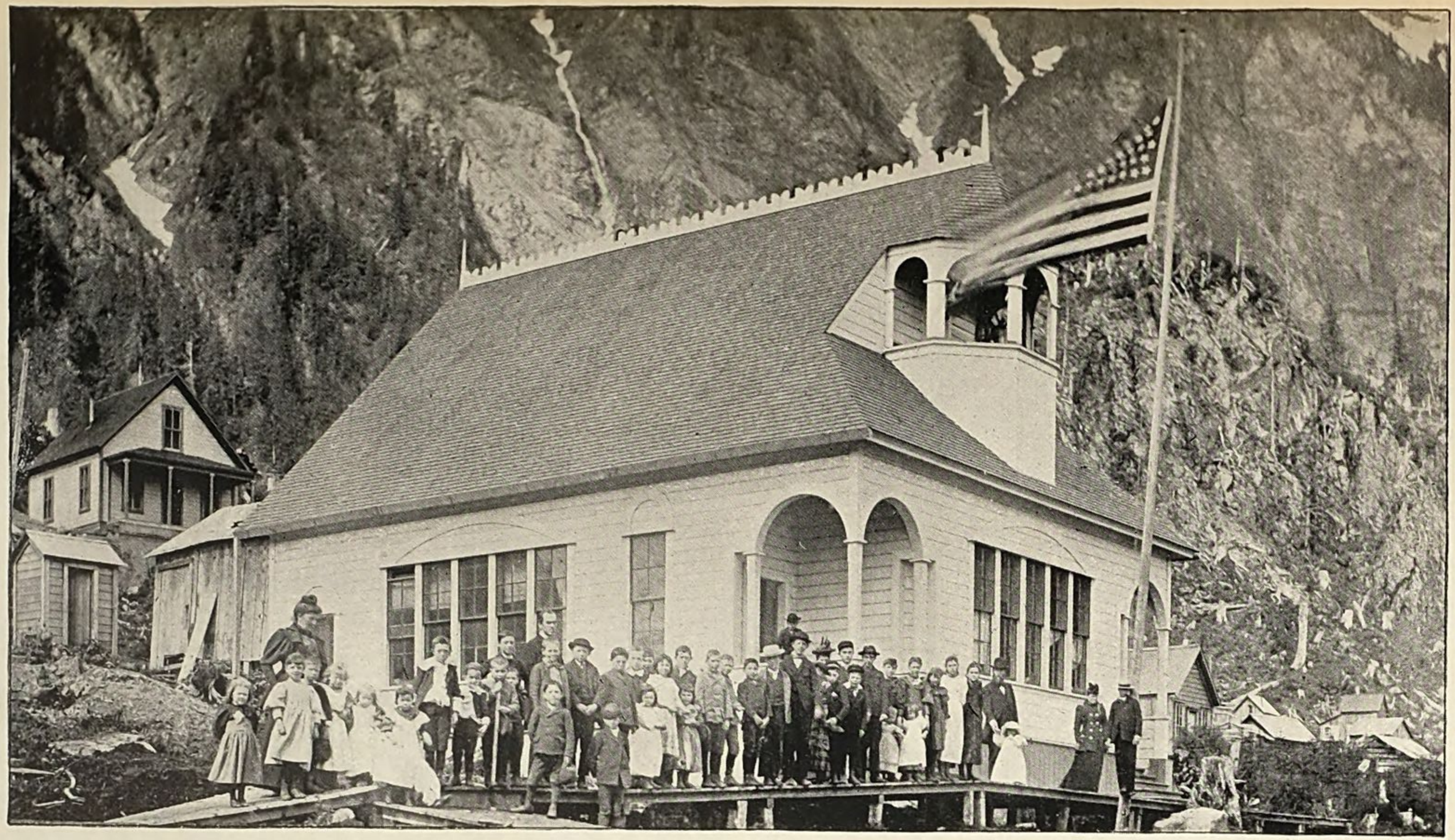
Mr. William A. Kelly, the local superintendent of schools for the Sitka district, lives in this village, and the public school for native children, held in the building which once was the hospital of the barracks, is in a very satisfactory condition under the care of Miss A. R. Kelsey.

On April 28 we found ourselves at the town of Juneau, which nestles at the base of a towering mountain. It is the largest town in the Territory and has a population of about 2,000, which number is largely increased when the miners from the neighboring regions winter there and also in the spring when newcomers tarry to purchase outfits and supplies before going into the interior. Juneau is the commercial metropolis of Alaska, and there is considerable rivalry between it and Sitka, the historic capital of the Territory; it has a court-house, jail, hotels, and lodging houses, two Government schools—one for white and the other for native children—a Presbyterian mission home and two churches (white and native), Russo-Greek church, also a Roman Catholic church, school, and hospital, opera house, bank, two weekly newspapers, fire brigade, and electric light and telephone plants.

Since my last visit to Juneau, in 1892, a new schoolhouse for natives has been built and the schoolhouse for white children has been thoroughly renovated, and both buildings compare very favorably with schoolhouses in places with the same population as Juneau anywhere in the United States. Mr. E. Keller has charge of the school for white children and Miss S. A. Saxman of the native school.

On the opposite side of Gastineau Channel, 2 miles from Juneau, is the town of Douglas, where is located the well-known Treadwell gold mine. Over $800,000 have been spent upon this plant since 1881. Its stamping mill, where the gold-bearing quartz is pulverized, contains 240 stamps, and is the largest mill of its kind in the world. The gold is shipped to the mint at San Francisco in the form of bricks worth several thousand dollars each. During the year ending May 31, 1894, 240,000 tons of ore were treated, yielding $768,000, or $3.20 per ton. In the village are two public schools. The one for white children is taught by Mr. L. A. Jones and the school for native children is under the care of Miss F. J. Work. The majority of the children in the school for natives are inmates of the home maintained here by the Kansas Yearly Meeting of Friends.

From Douglas the vessel steamed up Lynn Canal to Dyea at the head of the Chilkoot Inlet. This was the first time that the *Topeka* had ever been to the head of the inlet, and she felt her way along very cautiously. After careful sounding we anchored at about 6.30 p. m. Around us were magnificent snow-capped mountains, and just opposite a noisy waterfall leaped headlong down the face of the cliff. The pilot said that he would use it as a landmark for anchorage in the future. Men who enter the mining regions of the Yukon from the headwaters of the river take the trail which leaves tidewater at the head of this



JUNEAU, ALASKA, PUBLIC SCHOOL.
Photograph by Winter & Pond. (Copyright.)

inlet. We had on board 14 horses, which were to be used in carrying supplies over the mountain pass. These animals were now brought up from below. As the water shoals very rapidly toward the head of the bay, the *Topeka* had anchored a couple of miles from shore, and the horses had a long distance to swim. By this time it was dark and the struggles of the animals churned the chilly waters into displays of phosphorescent light.

On May 3 we touched at Killisnoo. A public school was maintained here for a number of years. In February, 1893, the schoolhouse was destroyed by fire, and the Bureau of Education has not been able to rebuild it, owing to heavy reductions in the Congressional appropriation for education in Alaska. Most of the children in the village attend the school of the Russo-Greek Church.

The Alaskan Oil and Guano Company, which is engaged in packing herring and manufacturing oil and fertilizer, has its works at this place. The annual product of their factory is 1,000 barrels of salted herring, about 400,000 gallons of herring oil, and 1,000 tons of fertilizer (composed of the refuse of the fish dried and pulverized, for which a market is found in California and in the Sandwich Islands, where it enriches the soil of the sugar plantations). In making the barrels Alaskan timber is used exclusively.

On May 1 the *Topeka* threaded its way into the beautiful island-studded harbor of Sitka, the seat of government of the Territory. Shielded on the one side by a majestic range of snow-capped mountains, and on the other protected from the swell of the Pacific by numerous thickly wooded islands, the town lies clustered along the curving sweep of the beach. As we face the town, a prominent feature in the foreground is the hill upon which Baranof Castle stood before the flames destroyed it in 1894. Extending along the beach to the right of Castle Hill is the section of the town inhabited by the white people. Above the dark roofs appear the green dome and Byzantine spire of the Greek Church. On the extreme right, near Indian River, is the group of buildings of the Presbyterian Industrial School. To the left of Castle Hill is the native village, consisting of neat frame houses, some of them with pretentious bay windows.

In 1890 Sitka had a population of 1,188, composed of 289 whites, 859 natives, and 31 Chinese. It has two public schools, a school and orphanage maintained by the Russian Government, and the large and successful Presbyterian Industrial School, with its boarding houses, hospitals, blacksmith shop, carpenter shop, shoemaking shop, paint shop, bakery, and steam laundry.

The few hours in Sitka were busily spent in inspecting the public schools (Miss Patton and Mrs. Knapp, teachers) and in visiting the schoolroom and industrial shops at the Presbyterian mission.

On May 1 I took passage on the mail steamer *Dora* for Unalaska, 1,250 miles west of Sitka, on one of the Aleutian Islands of the same

name. This mail route is in operation from the 1st of April until the 31st of October of each year. During the winter months Sitka is the limit of mail communication. Threading her way westward among the green islets the trim little *Dora* soon left the smooth, landlocked waters and encountered the unchecked sweep of the Pacific Ocean. From Sitka westward the character of the scenery changes. The narrow water-lanes hemmed in by the thickly wooded islands of the Alexander Archipelago give place to the untrammeled ocean beating against the bases of the barren cliffs and mountain ranges of "continental Alaska."

The morning of May 3 found us in Yakutat Bay. Here, near the base of Mount St. Elias, is a mission station of the Swedish Evangelical Church, with the Rev. and Mrs. Albin Johnson, Rev. K. J. Hendrickson, and Miss Selma Peterson as teachers. Mrs. Johnson came from Jankaping, Sweden, making a journey of 9,000 miles to join Mr. Johnson. Landing through the surf, we picked our way along the beach to the mission buildings. In the winter of 1892–93 one of the large and substantial boarding houses was burned. The undaunted missionaries commenced rebuilding it, and at the time of our visit it was nearly completed. The other building is a model of neatness, and there is an air of unassuming sincerity and thoroughness about the whole place.

In 1880 gold was discovered in the black sand of the beaches surrounding Yakutat Bay, and from that time until 1888, when a tidal wave washed most of the sand away, numerous mining camps dotted its shores. The black sand is accumulating once more, and prospectors have also returned. It is said that good coal has been found about 2 miles inland, but as Yakutat Bay is only a slight indentation of the coast into which the unbroken force of the North Pacific sweeps, loading ships with coal in that bay would be an undertaking of great difficulty.

The Yakutats are the northernmost branch of the Thlinget race, which inhabits southeast Alaska. Like the rest of the Thlingets, and also the Aleuts, they are expert basket weavers; in some of the houses we saw magnificent robes made of down from the breast of the eagle.

During the afternoon the clouds lifted, revealing the St. Elias Alps, and during the remaining hours of daylight we skirted the 60-mile front of the Malaspina glacier, with the sea dashing against its ice cliffs. The unbroken sweep of mountain scenery from the St. Elias range to the Aleutian chain is unsurpassed in gloomy grandeur. At the little trading post of Kayak we took on board a man who had just spent seven months as keeper of a fox ranch on one of the neighboring islands. For that length of time he had not seen a human face, his sole company being the foxes.

On evening of May 4 we entered the land-locked harbor of Nuchek, or Port Etches, at the entrance of Prince William Sound. At Snug



PRESBYTERIAN MISSION TEACHERS AND PUPILS, JUNEAU, ALASKA.

Photograph by Winter & Pond. (Copyright.)

Corner Bay in this sound Captain Cook repaired his ships in 1778, and here in 1783 Baranoff built the ships in which he made his first expedition to Sitka. A more sheltered harbor could hardly be imagined. In 1892 the Victoria sealing fleet rendezvoused at Nuchek to meet their supply vessel, the *Coquitlam*. The revenue-cutter *Corwin*, Capt. C. L. Hooper commanding, surprised them in the act of transferring the cargoes of seal skins, and the *Coquitlam* was seized and taken to Sitka for a violation of the United States revenue laws in transferring cargo without authority. At Nuchek there is a salmon cannery and trading post. Here the Russo-Greek Church maintains a school with an enrollment of 37, Mr. Andrew P. Kashevaroff, teacher.

The next morning we steamed up the sound to the little settlement of Taklitat. At the very head of the sound the two branches of the Chugak Alps meet and their snowy sides are perfectly mirrored in the glassy waters. In this out-of-the-way nook the Alaska Commercial Company has a trading post. The trader and almost the entire population of the village were suffering from la grippe. The mail steamer carries a supply of medicines, and an exceedingly formidable quantity of "grip mixture" was left with the trader.

Our next port was St. Paul (Kadiak), on the northeast shore of Kadiak Island. The harbor of St. Paul is encircled by undulating hills and the village nestles among gentle slopes of grass and moss. The climate of this region is mild; cattle are raised and small gardens are numerous. In 1874 a delegation from the Scandinavian residents of Wisconsin made an expedition to this region to determine whether it would be advantageous for their people to seek homes on this island. From their report the following sentences are taken:

> Potatoes grow and do well, although the natives have not the slightest idea of how they should be cultivated, which goes to show that they would thrive excellently if properly cared for. To judge from the soil and climate, there is no reason why everything that succeeds in Scotland should not succeed at Kadiak. Pasture land is so excellent on the island, and the hay harvest so abundant, that our countrymen would here, just as in Iceland, make sheep breeding and cattle raising their chief method of livelihood. The quality of the grass is such that the milk, the beef, and mutton must be excellent; and we had also an opportunity to try these at Kadiak.

On Kadiak Island the dense dark forests dwindle in scattered groves, and from this point westward even these disappear. The sides of the Aleutian Mountains are entirely void of trees. In the summer months, after the snow has disappeared, the shrubs, the grasses, and mosses which cover them are kept intensely green by the almost perpetual fogs and showers. The dugout disappears with the forests, and its place is taken by the bidarka, a narrow canoe of sea lion or walrus hide tightly stretched over frames of driftwood. It has two, sometimes three circular hatches, just large enough to admit a man's body. The hatches are usually furnished with an apron which is fastened around the waist so that the bidarka becomes perfectly water-tight. These "Cossacks of the seas," as Lütke called them, buoyantly ride the roughest waters.

Captain Billings wrote of them, "If perfect symmetry, smoothness, and proportion constitute beauty, they are beautiful beyond anything that I ever beheld."

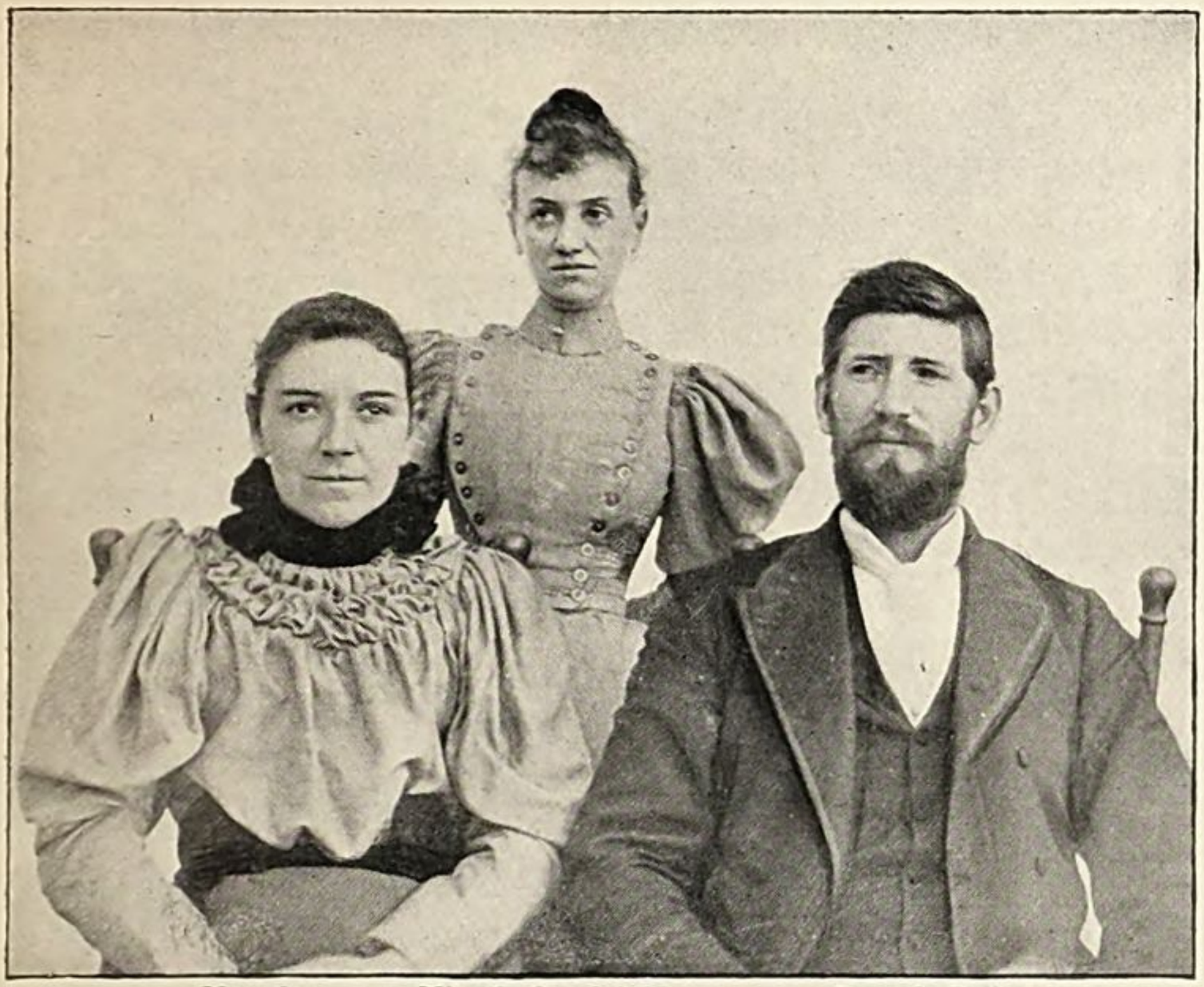
At Kadiak in 1784 the Russian Gregory Shelikoff formed a settlement and commenced the subjugation of the people. The first school in Alaska was organized at this place, and here the first church building was erected. For a long time it was the Russian capital of Alaska. Kadiak is the headquarters of the Alaska Commercial Company for the district comprising Cook's Inlet and Prince William Sound, and furs to the value of $300,000 are shipped yearly. Here the Bureau of Education has an excellent public school, Mr. C. C. Solter teacher. I attended sessions of the school, and have no hesitation in saying that the children are just as far advanced as children of the same age in any village school in the country. I had a satisfactory interview with the members of the local school committee, who here, as elsewhere in the Territory, aid the Bureau of Education with suggestions, and several improvements to the school property were authorized. The priest of the Russo-Greek Church, under whose spiritual care are most of the children, was present.

Near Kadiak Island is Wood Island. Here the Baptist Woman's Home Mission Society has begun a noble work for the rescuing of the waifs and destitute children of that region by maintaining a home. The condition of some of the poorer native children was thus described by Mr. W. E. Roscoe, in charge of the home, formerly teacher at Kadiak:

> In every settlement through this part of the country may be found poor, defenseless children clothed only in rags, with no one to provide suitable food or clothing, and living entirely upon such charity as may be found among a heathen people. There are many destitute children, made so by the drunkenness and the vagabond character of their parents. In the Aleut settlement of Afognak, the natives have sold the bedding from their huts to obtain the vile stuff. The winter is upon them, and until recently they have been so demoralized with liquor that they had not laid in the usual winter's supply of dried fish—their main subsistence. Now, the future of this race is that they will perish from off the face of the globe unless they are Christianized, and that soon. It is a fact that the children do not generally show this terrible craving for strong drink. The pupils of my school are ashamed of their parents' drinking. It is only right and just that our Government take orphan children and inebriates' children and put them in a good industrial school under religious teachers, who, in addition to moral and intellectual training, will teach them the cultivation of the soil, the rearing of cattle, sheep, hogs, and poultry, the elements of some of the mechanical arts, and the girls the arts of sewing and of cooking.

In the hospital on Wood Island were seven men who had been saved from the wreck of the schooner *White*, which was driven ashore at the south end of Kadiak Island in a severe storm on April 13. Eleven of the crew had perished in the icy waters and several of the survivors had been so terribly frostbitten that they would be maimed for life.

Kadiak Island is separated from the mainland by the wide Shelikoff Strait. According to the native legend this was once a narrow chan-



Mrs. Coe. Miss L. Goodchild. Rev. C. P. Coe.

BAPTIST TEACHERS, WOOD ISLAND.



BAPTIST MISSION PUPILS, WOOD ISLAND, ALASKA.

nel. A huge otter attempted to swim tnrough and was caught fast; in his struggles he widened the strait and pushed the island out to its present position.

On the afternoon of May 8 we lay-to off the village of Karluk. There is no harbor here; vessels anchor in the open roadstead and landings are made in boats. The breeze had freshened, a high sea was running, and it was too rough for us to land. A Government school was maintained here for a few years, but a reduction of the Congressional appropriation for education in Alaska rendered necessary a curtailing of expenses and the school was closed in 1892. A teacher has been appointed who will reopen it in the fall of 1895.

The Karluk River, 16 miles long and about 6 feet deep, is one of the most remarkable salmon streams in the world. Beside its shallow waters are located several large canneries where, according to the census report of 1890, about 300,000 cases of salmon were packed. The employees number over 2,000, and in the summer months the Chinese, Italians, Greeks, Portuguese, and Americans constitute one of the most heterogeneous communities under the American flag. The United States commissioner at Unalaska, 700 miles away, is the nearest representative of the authority of the United States. On May 9, as the gale had increased, the captain very considerately ran into a small bay near Cape Providence and remained there until the gale had spent its force.

Unga was reached at 4 a. m. on the 11th. Here I had an opportunity of going ashore and meeting the teacher, Mr. McKinney, and of inspecting the school buildings. Near the village of Unga is the mining property of the Apollo Consolidated Mining Company. By skillful management and wise expenditure of money the mine is being operated with large profit. Two thousand five hundred feet of tunnels have been completed; waterworks, steam compressor, offices, and dwelling houses have been built. The forty-stamp mill is producing monthly $30,000 worth of gold.

Just south of the Shumagin Islands, upon which Unga is located, are immense cod banks whose value is just beginning to be appreciated. They were first reported by Professor Davidson in 1867. Since that time the United States Fish Commission steamer *Albatross* has done a great deal of sounding and mapping of the banks. The value of the Shumagin catch of cod in 1890 was $500,000. As the fur seal decrease it is asserted that the cod-fishing industry will greatly increase, as it is said that one seal will in a season consume cod equal in value to the price of a raw seal skin.

At 9 a. m. we were under way, and at 10.30 came to anchor at Sand Point. Under the wharf and forming its foundation is the wreck of the *John Hancock*. She was built at the Charlestown Navy-Yard in 1842, and was in Commodore Perry's Japan expedition in 1853-54. Shortly afterwards she was condemned and sold into the merchant service.

Her machinery was taken out and she was converted into a three-masted schooner. While in the merchant service as a lumber vessel she was abandoned at sea off the coast of Oregon. Being recovered and brought into port, she was bought by Messrs. Lynde & Hough, of San Francisco, who used her in their codfish trade. On March 7, 1893, a heavy southwester dashed her upon the rocks at Sand Point, her final resting place. Sand Point consists of a few houses belonging to Messrs. Lynde & Hough, a hotel, and United States custom-house. Going ashore I made the acquaintance of Mr. J. H. Bugbee, the agent, and with him selected a sight for a schoolhouse.

On the morning of May 12, feeling our way along, the fog horn sounding, we turned north in the mists of Bering Sea through Unimak Pass, in the Aleutian chain, whose seventy islands stretch for a thousand miles like gigantic stepping stones toward Siberia. Attou, the westernmost limit of the land possessions of the United States, is beyond the one hundred and eightieth meridian and within the Eastern Hemisphere. Soon the fog lifted and we steamed through waters as smooth as a mill pond. Bold headlands, towering pinnacles of rock, mountain slopes carpeted with mosses whose intense green was heightened by great patches of snow here and there; volcanoes draped with cloud and plumed with smoke delighted the eye as we glided along. In a few hours we swept past Priest's Rock, an outlying pinnacle which bears a resemblance to a priest of the Greek Church in his robes, and entered Unalaska Bay. Twelve miles up the bay is the village of Unalaska or Iliuliuk (the curving beach), the commercial center of western Alaska. It is the port of entry for Bering Sea. A deputy collector of customs, deputy marshal, and a United States commissioner reside here. At Unalaska are the headquarters of the Alaska Commercial Company for the western and arctic regions of the Territory. At the neighboring village of Dutch Harbor are the offices of the North American Commercial Company, also controlling trading posts scattered over thousands of miles of territory. During the summer months Unalaska is the rendezvous for all the shipping in that part of the world. The ships of the arctic whaling fleet call here for coal, water, supplies, and mail, and to leave news of the movements of the arctic ice and the catch of whales, and receive tidings of the great world to the south. Since 1891 it has been the headquarters of the United States and British fleets engaged in the Bering Sea patrol.

In the vast territory tributary to Unalaska are numerous waifs, many of them the children of white men. Here at Unalaska the Methodist Woman's Home Mission Society in 1889 entered upon the noble work of taking these poor children out of their squalor and mental darkness, and by surrounding them with the influences of a Christian home to lift them into a higher civilization. From a beginning with two orphan waifs from the island of Attou, 1,000 miles west of Unalaska, the home family had increased in June, 1895, to about thirty, and the transfor-

mation that careful, conscientious training had wrought in the children was marvelous. While waiting to join the United States revenue-cutter *Bear* in its arctic cruise I became intimately acquainted with the work being done in the home under the supervision of Mr. and Mrs. Tuck, and I have no hesitation in saying that a neater, more intelligent, well-behaved set of children it would be hard to find anywhere in the country. In the schoolroom, which I visited repeatedly, I found that good progress had been made in the acquisition of the English language. Those children who had been in the home for three years or more not only read, wrote, and spoke, but also seemed to do their thinking in English. From its commencement in 1889 until the past summer the home has been maintained in a small one and one-half story rented cottage. During the summer a commodious boarding house was erected.

The Aleutian Islands are so remote, so little is generally known of them, to the visitor they have such an air of primeval solitude that one finds it difficult to realize that they have been the theater of stirring events and have a history extending back one hundred and fifty years. No notice of this region would be complete without at least a glance at this history. I quote the following résumé from Dr. Sheldon Jackson's report for 1890:

> The discovery of these islands by Europeans is due to the unbounded ambition of Peter the Great, of Russia, who, having founded a Russian Empire in Europe and Asia, would also found one in America. The western coast of America had been explored as far as Cape Mendocino, California, but from California north it was a vast, unknown region—"the great northern mystery, with its Anian strait and silver mountains and divers other fabulous tales." To solve these mysteries, to determine whether Asia had land communication with America, to learn what lands and people were beyond his possessions on the eastern coast of Siberia, Peter the Great, in 1724, ordered two expeditions of exploration and placed them both under the command of Vitus Bering, a Dane in the Russian service. The expedition set out overland through Siberia on January 28, 1725, under Lieutenant Chirikoff. Three days later the Emperor died, but the expeditions were energetically pushed by his widow and daughter. The first expedition, from 1725 to 1730, explored Bering Strait, and settled the question of separation between Asia and America.
>
> The second expedition was fitted out by the Empress Catherine, and consisted of two vessels, the *St. Paul*, commanded by Bering himself, and the *St. Peter*, in charge of Alexei Ilich Chirikoff, second in command. The expedition was accompanied by several scientists and sailed from Avatcha Bay, Kamtschatka, on June 4, 1741. This ill-fated expedition discovered the mainland of Alaska and the Aleutian Islands. But the remnant that brought back the news of the discovery of northwestern America also brought with them the beautiful furs of the sea otter, and wide-awake merchants were not slow to see their opportunity. As the adventurous hunt for the little sable had led the hardy Cossack and extended Russian dominion from the Ural Mountains across Asia to Kamtschatka and Bering Sea, so now the hunt for the sea otter was to extend Russian settlement 2,000 miles along the coast of America. A few months after the return of Bering's expedition in the spring of 1743, Emilian Bassof formed a partnership with a wealthy Moscow merchant, built a small vessel named the *Kapiton*, and commenced the fur trade of the newly discovered islands. On his second trip in 1745 he collected 1,600 sea otters, 2,000 fur seals, and 2,000 blue Arctic foxes. This was the commencement on the part of the merchants of Siberia of a mad race after the furs of Alaska—a race so mad that they could not wait the

securing of proper materials for the building of safe vessels and the procuring of trained seamen. Boats were hastily constructed of planks fastened together with rawhide or seal-skin thongs. In these unseaworthy boats, without charts or compass, they boldly ventured to sea, and the half of them found a watery grave. Those who did return in safety with a fair cargo received from 2,000 to 3,000 rubles each as their share of the profit.

On the 26th of September, 1745, for the first time the discharge of firearms was heard on the Aleutian Islands. A native was shot on the island of Agoto by a party of Russians under Chuprof. Then commenced a reign of lust, robbery, and bloodshed, which lasted for fifty years. One Feodor Solovief is reported to have alone killed 3,000 Aleuts. Veniaminof, who was the leading Greek priest and first bishop of Alaska, declares that during that dreadful period Aleuts were used as targets for Russian practice in firing. In 1764 Captain Solovief formed a settlement. His stay on the island was marked by such bloody atrocities that the few who survived were completely subjugated. His name has come through a hundred years of local tradition as the synonym of cruelty. Among other things it is said that he experimented upon the penetrative power of his bullets by binding twelve Aleuts in a row and then firing through them at short range. The bullet stopped at the ninth man In 1770, when the American colonists were preparing themselves for the struggle for independence, the struggle of the Aleuts was ending. They had given their lives in vain. The few who were left could no longer maintain the unequal conflict and were reduced to practical slavery.

During the first week of June the fleet of vessels which was to patrol Bering Sea rendezvoused at Unalaska. Officers and sailors gave life to the hitherto deserted street, dainty revenue cutters and a trimly built British gunboat rode at anchor in the harbor; saucy little steam launches and natty, white boats darted about; bugle calls floated out over the tranquil waters, now and then jets of flame and columns of smoke would shoot from the side of some vessel at target practice and a spurt of dust on the mountain side show where the shot had struck. All was life and action, where there had been silence and stagnation. There were calls upon the officers of the various ships, photographic excursions, climbing of mountains whose ravines still held the winter snows, balls, and even a wedding at high noon in which the contracting parties were Miss Short, who had been the public-school teacher at Unalaska during the past year, and Mr. Hastings, one of the agents of the Alaska Commercial Company.

On the 10th of June the United States revenue cutter *Bear* steamed into the harbor. On this famous vessel I was to spend the summer among the ships of the Arctic whaling fleet, to cruise in uncharted seas whose waters are disturbed only by the skin canoes of the natives and by huge ice floes, to visit the school teachers and missionaries exiled on the shores of the frozen ocean, and see the underground dwellers in the Land of the Midnight Sun and the long Arctic night.

The annual cruise of the *Bear* is unique in its multifarious duties and its practical usefulness. In northern Bering Sea and in the Arctic Ocean, and along vast stretches of coast unknown to civilization, the flag of the *Bear* is the only evidence of the authority of the United

States ever seen. Leaving San Francisco in spring, during the early part of the cruise she patrols the North Pacific, enforcing the regulations with regard to sealing, also preventing smuggling and exercising a salutary influence generally along the southern shore of the mainland of Alaska and the Aleutian Islands. Later in the season when the ice retreats before the summer heat, she turns northward into Bering Sea and the Arctic Ocean. In these waters, in addition to performing the ordinary duties of a revenue cutter, protecting the interests of the customs and preventing smuggling, she furnishes relief to the ships of the arctic whaling fleet and all other vessels in times of peril and disaster. During the past fifteen years she has rescued and taken from the bleak and sterile coast of western and arctic Alaska more than a thousand shipwrecked mariners and destitute miners. She collects all possible geographical, ethnological, and scientific information; she affords protection when needed to thousands of half-civilized natives, whalers, traders, teachers, and missionaries, and to anyone in distress; to her captain, as the sole representative of the authority of the United States, are referred troubles between whaling captains and their crews, and his advice is sought on all subjects; her surgeon furnishes the only medical attendance which white men and natives along thousands of miles of coast ever receive; most of the mission houses and school buildings in the Arctic were erected with the aid of her carpenter; during the past five years her usefulness has been still further increased by cooperating with the Bureau of Education in procuring and transporting reindeer from Siberia into Alaska. Since 1884 her commanding officer has been Capt. Michael A. Healy, and the ability, zeal, and faithfulness with which he has discharged his multifarious duties has rendered his name famous throughout the land.

During the entire cruise I was fortunate in having as my shipmates in the captain's cabin Dr. Benjamin Sharp, secretary of the Academy of Natural Sciences of Philadelphia, and his friend, Mr. John M. Justice, also of Philadelphia.

Leaving the wharf at Dutch Harbor, Unalaska, on June 24, the *Bear* headed for the seal islands, St. Paul and St. George, lying 250 miles to the north.

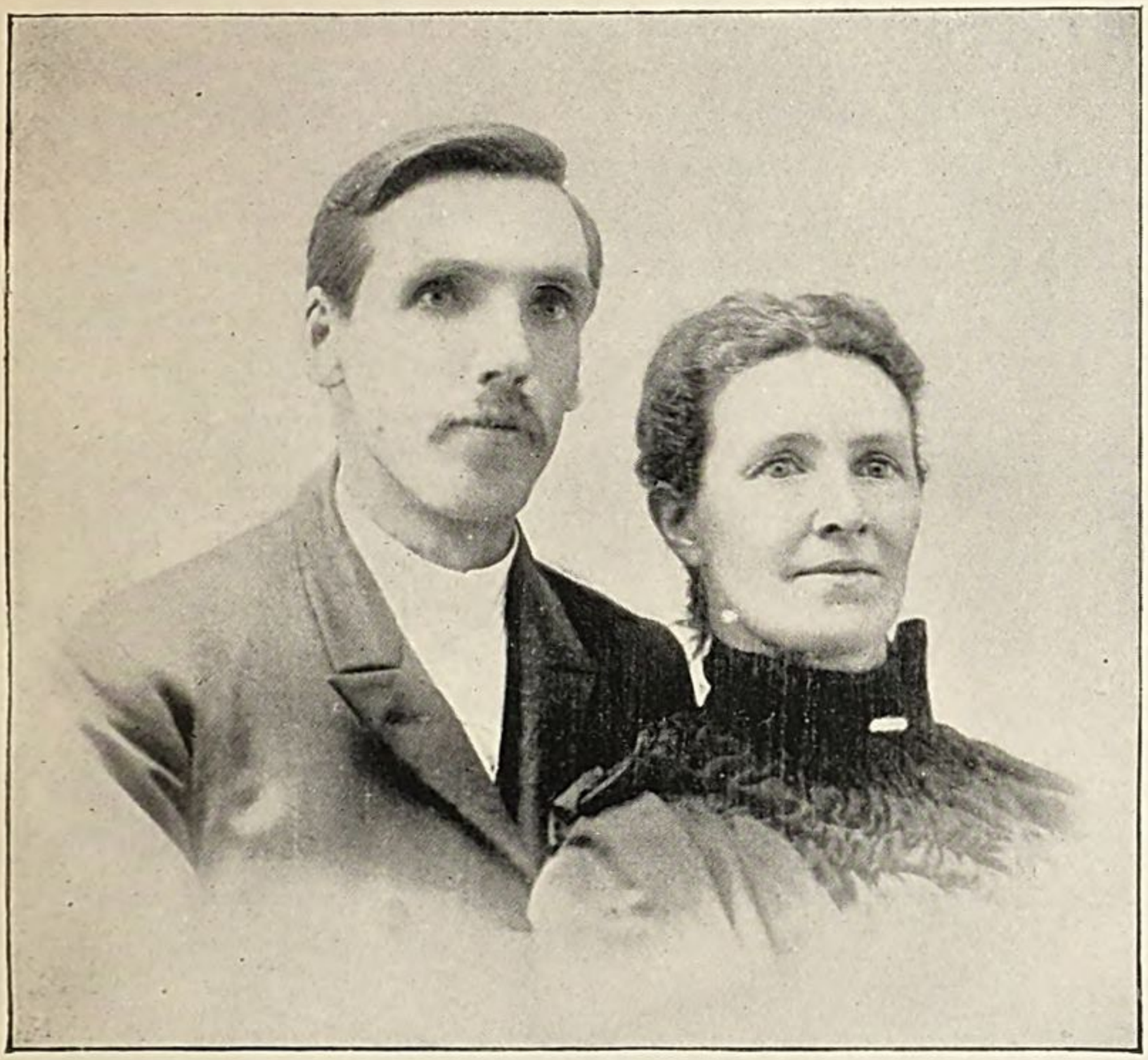
In 1786, when the supply of furs upon the Aleutian Islands began to decrease, efforts were made to discover the summer retreat of the seal. For years it had been noticed that they went north in the spring and returned in the fall with their young, but so well had nature hidden these islands that the Russian Gerassim Gavrilovich Pribilof cruised around them for three weeks in his vessel *St. George* without discovering them. At last the fog lifted and their green shores and rocks covered with seai were sighted. Soon the islands became the "bank" which supplied Baranof with funds to carry on his government in Alaska. If he needed supplies for his colonies, all he had to do was to kill seal and pay in seal skins. In order that the seal might not be

exterminated, in 1805 the Russian Government prohibited their killing for a period of five years, and the rookeries regained their numbers. For a few years after the transfer of Alaska to the United States indiscriminate slaughter of the seals was carried on by seven different firms.

In 1869 the islands were declared a Government reservation, and a company of soldiers stationed on them. In 1870 the seal fisheries were leased for twenty years to the Alaska Commercial Company, of San Francisco, at an annual rental of $55,000 and a tax of $2.62½ on each skin In 1890, at the expiration of their lease, the Alaska Commercial Company had paid into the Treasury of the United States $5,956,565.67. Since 1890 the lease of these fisheries has been held by the North American Commercial Company, also of San Francisco, at an annual rental of $100,000 and a tax of $9.62 on each seal. Pelagic sealing and rookery raiding have so diminished the numbers of the seals that 20,000 skins is now the average number killed by the company each season.

On June 25 we sighted the fog-wreathed cliffs of St. George, but a heavy sea was running, the fog became thicker as we approached the island, and it was not considered safe to attempt to make a landing. The same evening we were in the vicinity of St. Paul, but by this time the fog had become even more dense, and the visit to these famous islands had to be deferred until our return in the fall. Accordingly, the *Bear* shaped her course for St. Lawrence Island, the largest body of land in Bering Sea.

In the bright, clear sunshine of June 26, over seas as smooth as glass, we glided past barren St. Matthew's Island, a famous home of bears, with its massive Cape Upright and towering Pinnacle Rock. On June 28 the anchor was dropped off the north side of the village on St. Lawrence Island. A high sea was running, and a long line of angry white breakers dashing upon the icy beach formed a barrier to the crowds of natives whom we could see walking along the shore waiting for a chance to launch their canoes and come to the ship. Among them we could distinguish Mr. and Mrs. Gambell, the teachers who have just completed their first year among these half-civilized people, the only white persons on the island, with no communication with the outside world for eight or nine months of the year. Soon huge cakes of ice came drifting down toward us; the anchor was weighed and the vessel steamed over to a more sheltered position on the south side of the sand spit upon which the village is built. As soon as the anchor was dropped, a flotilla of oomiaks was alongside, and the St. Lawrence Islanders flocked on board, stalwart fellows with dark, tattooed faces and tonsured heads, like so many very dirty but exceedingly good-natured monks, with massive shoulders developed by almost constant use of the paddle, dressed in suits of reindeer fur or hair seal. Some of them wore summer suits of drilling and the poorer ones had shirts constructed of flour bags with the inscription "Franklin Mills



REV. AND MRS. THOMAS HANNA, CONGREGATIONAL TEACHERS, CAPE PRINCE OF WALES, ALASKA.



MR. AND MRS. V. C. GAMBELL, PRESBYTERIAN TEACHERS, SAINT LAWRENCE ISLAND, BERING SEA.

Flour" very much in evidence. Soon the decks were swarming with them, and there was bartering of fox skins, ivory, and curios for powder, lead, flour, tobacco, drilling, matches, and other useful articles.

The Alaskan Eskimo and the Siberian seem to care nothing for articles so frivolous as beads and looking-glasses; their struggle for life in their barren, sterile environment has rendered them intensely practical in their desires. Mr. and Mrs. Gambell came into the cabin and spent a few hours receiving and giving the news of a year. Although exiled from civilization, the first teachers among a hitherto primitive people, they have been happy and contented, and are in the best of health and spirits. The school has an enrollment of 52. In the afternoon several of us descended into one of the larger canoes, and were paddled ashore by a chattering, gesticulating crowd. Landing through the surf on an icy beach from an unsteady oomiak whose bottom gives when you tread on it is distinctly an achievement. When we entered the foaming surf several of the most stalwart men leaped into the boiling waters, seized the thwarts of the oomiak, and, with loud shouts, dragged it beyond the reach of the breakers. The excited gesticulations of these islanders in fur, their loud cries, the seething waters churning the ice and gravel of the beach formed a scene of animation never to be forgotten. Snatching up camera cases and tripods, clambering over natives, seats, and paddles that seemed to be everywhere, we passengers scrambled our way to the prow and made wild leaps for terra firma. Over heaps of gravel with ice beneath it we made our way to the schoolhouse and cosy home of the Gambells. Then, escorted by a throng of bright-looking natives and equally numerous dogs, we strolled through the village, taking several photographs. The village contains 32 houses or tents of deerskin and has a population of 332.

At 8.40 next morning we weighed anchor and headed for Indian Point, Siberia, about 40 miles distant. In a few hours land was sighted on the starboard bow—sharply defined peaks projecting above the low-lying mists, and as we drew nearer, the clustering deerskin tents that form the Tuchtchee village of Indian Point came into view. As usual, almost the entire population came on board. Prominent among them was Koharri, the most influential native in that region. He has a little frame house, filled from floor to ceiling with tobacco, flour, and looking-glasses, which he has obtained from the whalers, and from which he supplies the country for miles around. This man has been known to have as much as $75,000 worth of whalebone in his storehouse at one time. He does a business of probably $100,000 a year, and yet not a single bank note or bank check is used, nor are any books kept. All transactions are by barter—furs and whalebone being exchanged for tobacco, flour, and whisky. This wholesale merchant of the North Siberian coast can neither read nor write, nor can anyone associated with him. Although so wealthy, he lives in an ordinary tent and sleeps on the ground on a pile of deerskins. At this place

two Cossack officers were found taking the census of the village. This was the first visit of Russian officials to that section of the Siberian coast in many years, and the natives brought the Russian coins they had received from them over to the ship to sell as curios. Here, as elsewhere on the trip, the ship's surgeon went ashore to treat the sick.

Turning northward and coasting along the desolate, forbidding shore the vessel anchored July 1 off South Head, St. Lawrence Bay. Here Peter and Kimok, the leading men of that section, came on board, and in the pilot house a consultation was held as to the number of deer they were willing to sell this season. Forty deer were promised. The herd, however, was on the opposite side of the bay and could not be reached until the ice should go out a month later. Peter and Kimok were kept on board to serve as agents and interpreters in the reindeer trade during the season.

Kings' Island was sighted at 2 a. m. on July 2. It is a mass of basalt, about a mile in length, rising about 1,000 feet above the sea. Upon it is one of the most remarkable settlements in Alaska. The rocks rise perpendicularly from the ocean except on the south side, where a ravine rising at an angle of 45 degrees scars the cliff; on the side of the ravine is the village of about forty huts, partly excavated in the side of the hill and partly built up with stone walls. Across the top of these walls are large poles of driftwood, on which hides and grass are placed to form a roof. These are their winter residences. In making their summer homes they use the roof of the underground house as the floor and over it build a tent of walrus hide stretched over a wooden frame. These summer houses are guyed to the rocks with rawhide to prevent them from being blown off into the sea. On the opposite side of the ravine is a cave, into the mouth of which the sea dashes, and at the back of the cave is a bank of perpetual snow. On the side of the mountain above is a perpendicular shaft from 80 to 108 feet deep leading down to the snow in the cave, which is used as the village storehouse. Walrus and seal meat are dropped down the shaft and stored in the snow, were it keeps indefinitely. The women gain entrance into their cellar by letting themselves down hand over hand along a rawhide rope.

Leaving this hermit colony astern, the *Bear* headed for Point Spencer, at the entrance to Port Clarence, on whose shores the reindeer station is located. As we neared land, huge floes of drift ice were encountered; the officer of the deck went to the "crow's nest," and at slow speed the captain and the first officer carefully guided the vessel on her course. When the larger pieces of ice were struck, she would quiver for an instant from stem to stern like a thing of life. On rounding Point Spencer, the whaling fleet was seen riding at anchor with flags flying in honor of the arrival of the Government vessel. As the *Bear* neared each ship, flags were dipped and steam whistles pierced the quiet air. After cruising in deserted, ice-covered waters, the only craft



SIBERIAN REINDEER MEN, PETER AND KIMOK.
Photograph by William Hamilton.

a skin canoe here and there, it was an inspiring sight in this far off, uninhabited bay, almost within the Arctic Circle. The whaling fleet usually leaves San Francisco in January, and it is their custom to gather at this point about the 1st of July before entering the Arctic Ocean to meet the steamer sent from San Francisco with a fresh supply of provisions and coal. Soon after anchoring, the captains of the whalers began arriving, in order to get their mail; for among other good offices the *Bear* brings up the annual mail for the whalers, traders, teachers, and others in the Arctic regions of the United States. Great bundles of letters and papers were piled on the captain's table, which were carefully scanned, each man picking out those that belonged to himself or his crew. Among the visitors were Mr. Kjellmann and Mr. Brevig, from the reindeer station 10 miles away, who brought the news of the successful wintering of the herds. I spent July 3 inspecting the station. As the affairs of the station are treated in detail elsewhere in this report, I shall not dwell on them.

On the morning of the Fourth of July all vessels dressed ship in honor of the day. A baseball game on shore, a salute of twenty-one guns at noon, and a dinner on the *Bear* to the whaling captains comprised the public celebration of the day.

At 2 a. m. July 5 we were under way and turned southward toward St. Michael. Norton Sound, through which we cruised, is tinged with the flood of fresh water which the Yukon empties into the sea 60 miles south of St. Michael, and on its surface float masses of driftwood brought down from the interior. As we approached the settlement we met the Alaska Commercial Company's steamer *Bertha* coming out to search for an overdue brig, which was bringing supplies for the company's post at St. Michael and also for its stations farther up the river. At 2.30 the *Bear* anchored in the stream about 3 miles from shore, being unable to approach nearer on account of the shoals.

St. Michael is located on the first good site for a trading post north of the delta of the Yukon, and is the outlet of the Yukon trade, and also the base of supplies for the country bordering on the river and its many gold-bearing tributaries. The village consists of the offices and warehouses of the Alaska Commercial Company, the houses of their white employees, and a small native settlement. The trading post was established by the Russians in 1835. A blockhouse and several of the original buildings are still standing. During our visit the population was considerably augmented by the presence of a party of missionaries who were waiting here for the arrival of the small, light-draft, stern-wheel steamer which would convey them to their destinations up the river. It is said that one of the missionaries who is stationed 2,000 miles, more or less, up the river, when he saw his freight bill of $125 per ton for transportation from St. Michael to his station, added a very earnest petition in his prayer that freight might be reduced. At St. Michael I had the pleasure of renewing my acquaintance with the Rev.

and Mrs. J. L. Prevost, of the Episcopal mission of St. James, and of meeting Fathers Judge, Post, and O'Hare, of the Catholic missions.

On July 8 we again headed for Siberia, where it was expected that by this time the ice would have left the coast in the vicinity of St. Lawrence Bay. On our way we visited Sledge Island. The village is a cluster of hillocks, each with a square hole in the top, through which one descends into a chamber from 20 to 25 feet square and about 8 feet deep. At the corners and along the sides posts of driftwood had been placed. Other timbers across the top formed the roof. Against the sides dirt and sod were piled, making it proof against the intense cold, and also very successfully imprisoning the powerful odors of the seal and walrus meat that lay about in huge chunks. Light is admitted through the translucent bladder of a seal or walrus tightly stretched over a hole in the ceiling. Several of the houses were connected by underground tunnels. Excepting a few old women, the village was deserted, almost the entire population being sight-seeing on the *Bear*.

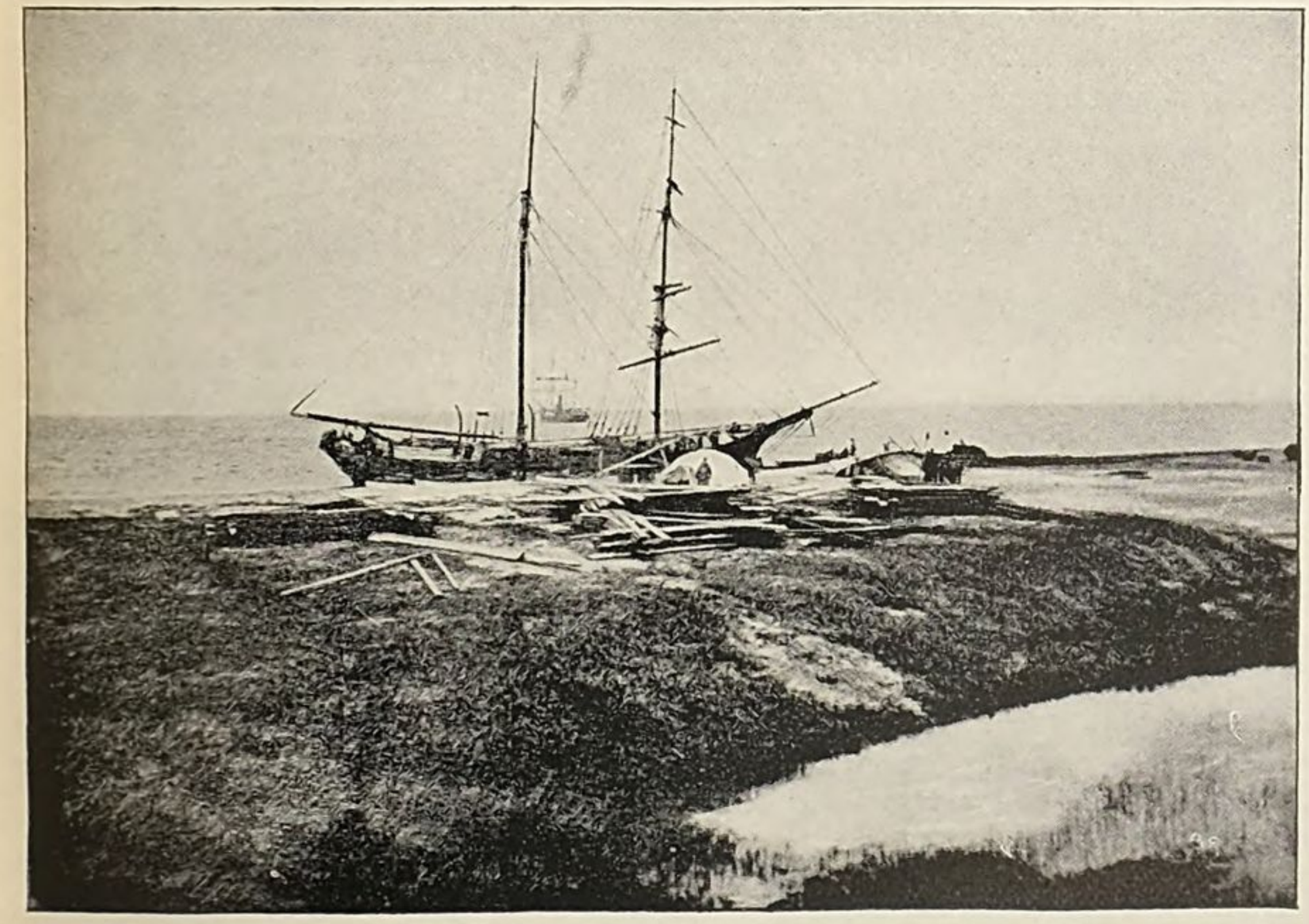
At East Cape, Siberia, on July 9, four or five influential natives were taken on board to aid in procuring reindeer. Learning that there was a large herd about 50 miles to the north, the vessel entered the Arctic Ocean. Early in the morning of July 11 the *Bear*, picking and forcing her way through the ice, reached the village of Utan, and there on the beach was the herd of deer. As soon as the anchor was lowered a boat was manned and steered carefully among the floes to shore. In order that the deer might be more easily kept together, they had been driven down to the beach, which was covered with ice and snow. On the bank above, however, the snow had disappeared and the ground was carpeted with moss and flowers—great patches of forget-me-nots and yellow poppies. Here, as elsewhere on the coast of arctic Alaska and Siberia, the profusion of wild flowers is surprising.

The herd numbered about 500, and seemed to be owned by about half a dozen men, each man's deer bearing his mark. The deer men are very expert in the use of the lasso, and had no difficulty in throwing the noose around the particular deer to be sold. As each one was caught it was brought down to the boat, its front and hind legs hobbled, and it was stowed in the bottom of the boat. When a load of about a dozen had been secured they were rowed over to the *Bear* and placed in stalls. Sixteen deer were secured at this place. Continuing the trip up the coast, the *Bear* tied up to a huge ice floe, near Cape Serdze, Siberia, and the interpreters were sent inland to bring more deer to the coast. While waiting we spent the time in taking photographs, exploring the neighboring coast, and visiting the native village. There were also some very successful ducking expeditions. The ice closing in, the *Bear* was compelled to move a few miles farther south, anchoring off Chacoran, where 22 deer were secured. In that latitude at that time of the year there was hardly any night, and on this occasion work commenced at 2 a. m., and it was 12.30 (midnight) before the



GROUP OF SIBERIAN REINDEER MEN, SAINT LAWRENCE BAY, SIBERIA.

Photograph by William Hamilton.



BRIG W. H. MEYER, WRECKED ON BEACH IN FRONT OF TELLER REINDEER STATION, 1895.

Photograph by J. M. Justice.

last deer man was paid off in barter goods. Anchor was weighed as soon as the oomiaks were clear of the ship, and the vessel once more got under way for Port Clarence. While we were crossing Bering Straits a heavy gale came up and several deer were badly injured by the rolling and pitching of the vessel. We did not reach Point Spencer until the 17th, and as the gale was still violent we anchored in the lee of the cape until it subsided.

About noon of the 20th the *Bear* steamed over to the reindeer station and landed the deer. The brig *W. H. Meyer*, with the annual supplies for several stations and schools on board, was found wrecked on the beach in front of the station, having gone ashore during the gale on the night of the 17th. The supplies for the station had fortunately all been landed, but those for the schools at Cape Prince of Wales and Point Barrow were lost. Mr. and Mrs. Hanna, who were to relieve Mr. and Mrs. Lopp at Cape Prince of Wales, had been passengers on the *Meyer*, and unfortunately their supplies had been so damaged as to be useless. They were heartily welcomed and cared for at the station.

On July 22 the *Bear* weighed anchor and headed for Siberia for another load of deer, and on July 23 reached St. Lawrence Bay. On the 24th she steamed to the head of the bay, where 43 head were secured. The next day she returned to the station and landed the deer. Mr. and Mrs. Kjellmann having decided to return to the States, it was possible to spare supplies for Mr. and Mrs. Hanna. By the courtesy of Captain Healey they were received on board and landed at Cape Prince of Wales on the afternoon of the 27th.

Cape Prince of Wales is the westernmost point of America, and is a bold promontory rendered remarkable by a number of jagged points upon its ridge. Here is the largest village on the American side, with a population of 539 Eskimos. This school has been remarkably successful, and I repeat a short sketch of it which has been printed in a previous report, but which may now reach a larger number of readers:

> In 1890 the American Missionary Association (Congregational) established a station at this place, with Messrs. W. T. Lopp and H. R. Thornton as teachers; school was opened on the 18th of August, 1890, with only about one-fourth of the population returned to the village from their summer's hunt.
>
> The school being established among a wild people who had known no restraints, and who could not comprehend the purposes or language of the teachers in coming to them, at first, through misapprehension, there was a good deal of trouble. On the 19th of September Elignak, one of the wealthiest men of the village, and one of his wives, both in a state of beastly intoxication, tried to force their way into the house. On the 23d of September some of the students became so boisterous and unruly in the schoolroom that they also had to be excluded from the house. And again, in November, drunken parties tried to break in and make a disturbance, so that for two months the teachers taught, ate, worked, and slept with loaded arms at hand, not knowing at what moment they might have to defend the property committed to them and their lives. They were constantly harassed with questions as to when resistance should begin and how far it would be justifiable, debating in their own minds whether it would be better to allow themselves to be robbed or murdered without resistance, or through resistance make the savages respect their manhood.

The danger to the station was greatly increased by an epidemic of the grip, which carried away 26 people in two months. This was by the superstitions of the people attributed to the presence of the white men among them. However, through tact and good management and the providence of God, hostilities were prevented, and by January the strained situation was greatly relieved. Mutual confidence sprang up between the natives and the teachers. Having heard, before going to the place, of the bad reputation of the people (which, however, it was found they did not deserve), and feeling that a people who knew nothing of schools would not endure for any length of time the restraints of a schoolroom, and the cost of building being very great (all lumber and material being sent from San Francisco, 3,000 miles), the schoolhouse was built to hold about 50 pupils, and it was thought that if 50 pupils could be obtained among such a people, under such circumstances, it would be a very great success. But to the astonishment of the teachers themselves, and to the astonishment of the friends of education interested in these Arctic schools, it was found that the total enrollment for the first year was 304 pupils, out of a population of 539 people. The average daily attendance for the last seven months of the school was 146, and the average daily attendance for the whole session of nine months was 105. As the schoolroom would hold only about 50 at a time, the teachers were compelled to divide the pupils into three classes, and hold morning, afternoon, and evening sessions of school. And then, to prevent the children who belonged to the afternoon or evening school from smuggling themselves into the morning session, or the morning children from remaining to the afternoon or evening session, it was found necessary to build two parallel snow walls some distance from the schoolroom door, and when the bell stopped ringing for school the teachers ranged themselves on either side, in order to sift the children that were trying to get into the schoolroom. It was with great difficulty that the pupils were made to understand that it was not proper to talk and laugh and jump over the benches in the schoolroom during school as much as they pleased; nor could they understand why thirty or forty visitors could not lounge about the room which was needed for those who desired to study; so that upon several occasions it became necessary to exclude certain parties from the schoolroom, but this exclusion of a few days was all that was necessary. It was considered a great punishment not to be able to come to school. During the epidemic a number of slates of the children that they had been allowed to take home at night were returned by order of the medicine men, who ascribed that much of the sickness was due to the slates and the pictures which the children made upon them—they were "bad medicine."

The teachers began their school work by learning the Eskimo names of the most important objects in daily use and training their pupils in the English equivalents. From words they proceeded to phrases, and from phrases to sentences, teaching them to translate the Eskimo into English and vice versa. They gradually added English letters and numbers, together with some elementary geography and arithmetic. Although they had had a combined experience of thirteen years in the schoolroom in the States, the teachers declare that they never had more quick-witted, intelligent pupils than these wild Eskimo children. At the beginning of the school year only a few could count ten in a blundering fashion, and nine-tenths of the pupils knew practically no English whatever. At the close of the first school year they had a good working vocabulary, knew something of geography and map-drawing, understood thoroughly the decimal basis of our numbers, could count up to one thousand, work examples in simple addition, write and read simple English words, and carry on a conversation in English on everyday practical matters. The pupils showed a remarkable desire to learn for learning's sake. During 1891–92 the average daily attendance was 106, and during 1892–93, 160.

In the summer of 1893 Mr. W. T. Lopp was appointed superintendent of the reindeer station at Port Clarence, and with his wife removed to that place, leaving Mr. and Mrs. H. R. Thornton in charge of the mission. On the 19th of August, 1893, Mr. Thornton was assassinated by two young men whom he had expelled from school for



ROMAN CATHOLIC MISSION PUPILS, KOSEREFSKI, YUKON RIVER, ALASKA.
Photograph by Rev. F. Barnum, S. J.

disorderly conduct. The community at once showed their horror at the act by summarily killing both the murderers.

After the death of her husband Mrs. Thornton returned to her parents in Maine, and the mission was closed for the season of 1893–94.

During the summer of 1894 Mr. Lopp returned to Cape Prince of Wales and reopened the school.

July 30 found us wind-bound in the lee of Chamisso Island, Kotzebue Sound. While here a search party for Mr. Gibson, a missing trader, was organized. Lieutenant White was put in charge, and, with Dr. Sharp, Mr. Justice, and myself as passengers, the expedition left the ship in one of the sailing cutters at 4 a. m. on August 1. Mr. Gibson's last camp, according to the native who accompanied us, had been on the Buckland River, which empties into Eschscholtz Bay, at the head of Kotzebue Sound. In our trip we followed the course taken by Captain Beechey in the expedition of Her Majesty's ship *Blossom* in September, 1826. In the southern part of the bay are the extraordinary ice formations which have attracted much attention among geologists. They were explored by Kotzebue, and subsequently examined by Captain Beechey, who gives the following description of the formation:

While the duties of the ship were being forwarded under my first lieutenant, Mr. Peard, I took the opportunity to visit the extraordinary ice formations in Eschscholtz Bay, mentioned by Kotzebue as being covered with soil half a foot thick, producing the most luxuriant grass, and containing abundance of mammoth bones. We sailed up the bay, which was extremely shallow, and landed at a deserted village on a low, sandy point, where Kotzebue bivouacked when he visited the place, and to which I afterward gave the name of Elephant Point, from the bones of that animal being found near it. The cliffs in which this singular formation was discovered begin near this point, and extend westward nearly in a straight line to a rocky cliff of primitive formation at the entrance of the bay, whence the coast takes an abrupt turn to the southward.

The cliffs are from 20 to 80 feet in height, and rise inland to a rounded range of hills between 400 and 500 feet above the sea. In some places they present a perpendicular front to the northward; in others a slightly inclined surface and are occasionally intersected by valleys and water courses, generally overgrown by low bushes. Opposite each of these valleys there is a projecting flat piece of ground, consisting of the materials that have been washed down the ravine, where the only good landing for boats is afforded. The soil of the cliffs is a bluish-colored mud, for the most part covered with long grass, full of deep furrows generally filled with water or frozen snow. Mud in a frozen state forms the surface of the cliffs in some parts; in others the rock appears with the mud above it, or sometimes with a bank half way up it, as if the superstratum had gradually slid down and accumulated against the cliff. By the large rents near the edges of the mud cliffs they appear to be breaking away and contributing daily to diminish the depth of water in the bay.

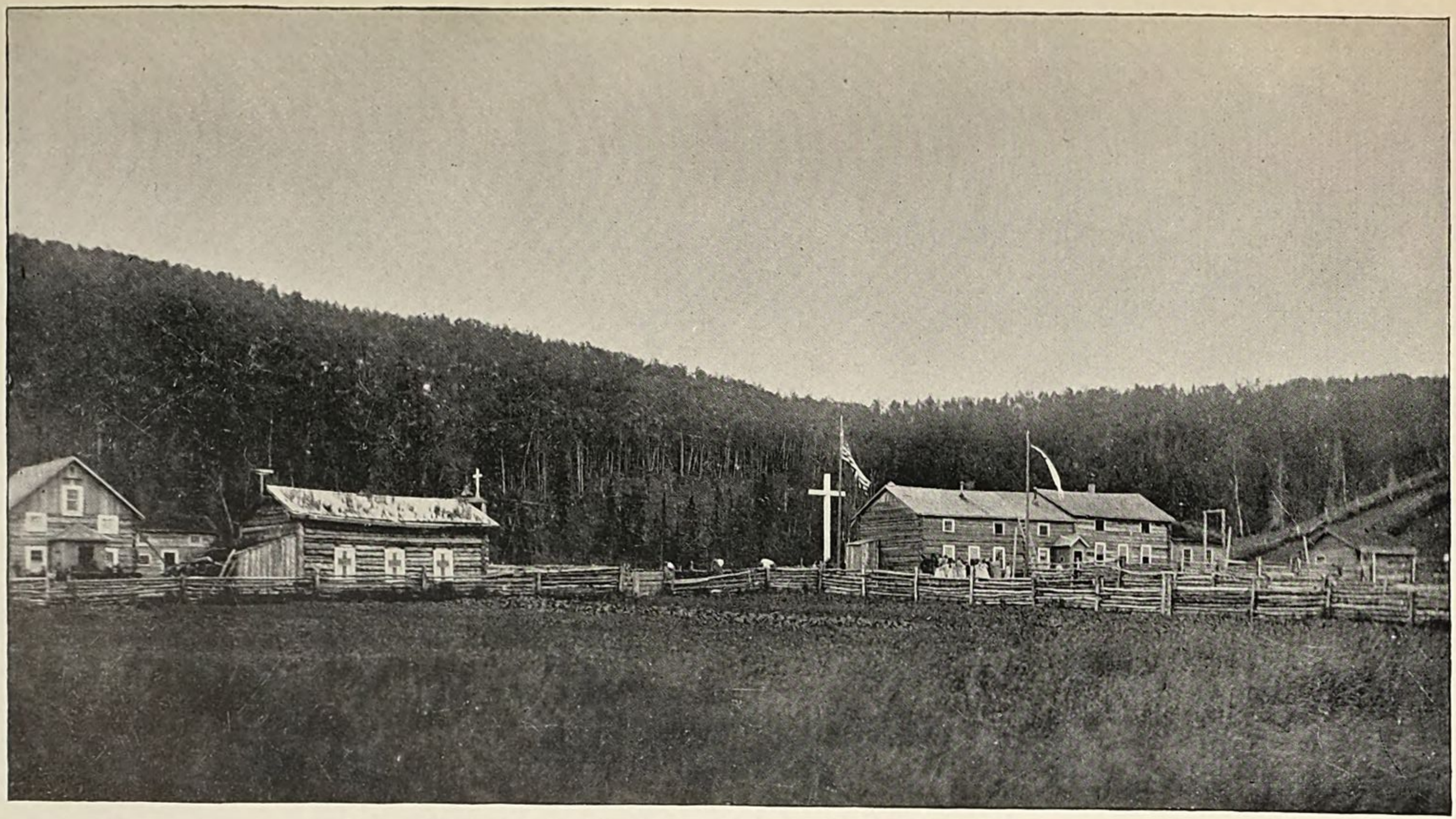
Remains of mammoths have been found in abundance near Elephant Point, many of which have been deposited in the British Museum. We were fortunate in securing several bones. Mr. Gibson, the missing trader, concerning whom various rumors had been circulated, some to the effect that he had been murdered by the natives, was found near his camp. He was in good health and had been on an extended trading

expedition up the river; his long detention had occasioned the rumors of his death.

On August 5 the *Bear* anchored off Point Hope. The village is located on a narrow strip of land extending about 16 miles into the Arctic Ocean. This gives it its native name, Tig e rach (finger). It has evidently been formed by two great fields of ice grounding and pushing up the sand in a ridge between them. Formerly the point extended farther into the ocean, but one year the ice pack came along with such force as to cut off the end of it, sweeping away a number of underground houses. A bitterly cold north wind swept across the sand spit as we landed upon it and made our way to the schoolhouse and mission maintained here by the Domestic and Foreign Missionary Society of the Episcopal Church.

The school was opened on the 1st of October, 1890. The day brought with it a blizzard and snowstorm that lasted for nine days. During the morning the teacher occupied the schoolroom alone, but as time wore on and no pupils came he put on his furs and started for the village to hunt up the children. Upon going outside the house he found a boy walking the beach. Taking him into the schoolroom he commenced school. At the close of the afternoon he presented his pupil with a couple of pancakes left from his own breakfast. The effect was equal to any reward of merit. That boy proved one of the most regular in attendance during the entire winter season. The next morning four presented themselves, and from that the school grew to sixty-eight. A mixture of flour, molasses, and water made a sort of cake, a little of which was given to the pupils each evening, proving not only a very cheap and efficient method of securing regular attendance, and promoting discipline, as they had to be both present and perfect in their deportment and recitations to be entitled to cake. The scholars usually arrived from 6 to 7 in the morning and remained all day. The sun disappeared on the 10th of December and returned on the 3d of January, giving them a night of twenty-four days. Lamps were required in the schoolroom from November 12 to February 9. The thermometer varied in the coldest weather from 27° to 31° below zero, the average of the winter being probably about 15° below zero. During February and a portion of March a series of blizzards set in that were beyond description. The ice was solid across the ocean to Cape Prince of Wales, 200 miles distant. The effect of the gales was such that at times it seemed as if the schoolhouse must be blown away. Snow flew in perfect sheets. The schoolhouse was located 2 miles from the village, and yet, notwithstanding the storms and distance, the attendance was good. For a few days the teacher hired men to see the little ones safely home through the storm (the two miles distance), but soon found that the precaution was unnecessary; that they were accustomed to take care of themselves.

During the past year Dr. Driggs has had the assistance of the Rev.



ROMAN CATHOLIC MISSION, KOSEREFSKI, YUKON RIVER, ALASKA.
Photograph by Rev. F. Barnum, S. J.

E. J. Edson. Dr. Driggs was taken on board the *Bear* to return to the States for a vacation.

On August 7 the *Bear* started up the coast for Point Barrow, wending its way through large packs of floating ice, and on the following day caught up with the whaling fleet at anchor near Icy Cape, at the southern edge of the great arctic ice pack. The whaling fleet had been at anchor for nineteen days, waiting for the ice to open. The *Bear* lay there for fourteen days longer, waiting for an opportunity to get farther north. Parties from Point Barrow, who came down the coast for their mail, reported that the past winter had not been very cold, the lowest temperature being 30° below zero. Giving up all expectation of getting farther north, young ice forming on the sea and on the rigging of the vessel, the captain concluded to turn southward, which he did on August 22. The following day a school of walrus was sighted several miles away, and hunting parties were sent out and secured ten of them. Picking up the walrus, the vessel continued southward, calling at Point Hope the next day. On August 27, at Cape Prince of Wales, Mr. and Mrs. Lopp were taken on board, also returning to the States for a vacation.

The reindeer station was reached on the evening of the same day, and two days were spent in securing requisitions and finishing up the business of the year. On September 1, at St. Michael, the *Bear* took on board sixteen destitute miners from the Yukon. On the evening of September 4 the vessel anchored off the St. Lawrence Island village. The evening was spent closing up the season's business at the station. Requisitions were made out for another year's supplies, last letters were received, farewells were spoken, and Mr. and Mrs. Gambell were again cut off from all communication with the world for another year. September 6 St. Matthew and Hall islands were passed, and on the 7th anchor was dropped at St. Paul Island, where on the 8th a landing was made for a few hours. On September 9 a similar landing was made at St. George Island, and at noon on September 11 anchor was dropped in Dutch Harbor, Unalaska, closing the arctic cruise of 1895.

At Unalaska, by the courtesy of Capt. C. L. Hooper, I was received on board the United States revenue cutter *Rush*, on which I remained until her arrival at San Francisco, October 6. On October 9 the start was made for Washington, which was reached on the 14th, completing a trip of about 16,000 miles during the season.

I desire to acknowledge the many courtesies received from Capt. M. A. Healy, commanding the *Bear*, and from Capt. C. L. Hooper, commanding the *Rush;* also the hearty cooperation and indispensable aid rendered by the officers and crew of the *Bear* in the importation of reindeer.

I have the honor to be, very respectfully, yours,

WILLIAM HAMILTON,
Assistant Agent of Education for Alaska.

Hon. W. T. HARRIS, LL. D.,
Commissioner of Education.

APPENDIX B.

ANNUAL REPORT TELLER REINDEER STATION.

By WILLIAM A. KJELLMANN, Superintendent.

[Translated by Rasmus B. Anderson, LL. D., ex-United States minister to Denmark, author of Norse Mythology, First Chapter of Norwegian Immigration, and other works.]

PORT CLARENCE, ALASKA, *June 29, 1895.*

SIR: In accordance with your instructions dated July 2, 1894, in which you say that "upon the last day of June of each year the superintendent will make out and mail to the general agent of education in Alaska an annual report of operations at the station," I have the honor to render an account of matters at the Teller Reindeer Station for the period beginning with August 6, 1894, and ending with the 30th of June, 1895. With it will be included a report of my journey to Lapland, and of the transportation of the Lapps to this place in 1894.

I left Madison, Wis., February 16, 1894, in accordance with your instructions, bound for Lapland, via Washington, for the purpose of securing the services of five Lapp families and their dogs, and transporting them to Alaska as herders of reindeer. These Lapps were in the first place to herd the reindeer belonging to the United States Government, and in the second place teach the natives of Alaska the art of herding reindeer.

Upon my arrival in Chicago the same day, I spent the day there and at once commenced inquiries into the cheapest and best way of transporting the Lapps and their dogs from Chicago to San Francisco. The result of my investigation on this point was reported to you on my arrival in Washington the 19th of the same month.

After receiving the necessary orders and letters of introduction, that were of great service to me, and aided me materially in making my mission successful, and after receiving $1,000 from you personally for defraying the necessary expenses of my journey, I started for New York on the morning of the 20th, where a ticket was bought the same day for Trondhjem, via Liverpool and Hull, England. I traveled by the White Star Line across the Atlantic, and by the Wilson Line across the North Sea. Trondhjem is the most northern point in Norway to which tickets can be bought at New York.

On account of the short time at my disposal—only two days between my appointment and my departure for Lapland—I did not have much opportunity to prepare any definite plan for my somewhat difficult

task, but by the time I reached New York I had made up my mind how to go to work.

The large majority of the people with whom I talked, and who claimed to be familiar with the circumstances in Lapland, insisted that my journey would be useless, claiming that the Lapps could not be induced to leave their firesides on the mountains. Personally, I was very hopeful, providing I could reach Lapland before the Lapps started on their summer wanderings and got scattered over all the mountains, so that it is almost impossible to find them or get them together into one place. I was aware that there was to be a Lapp market at Bosekop, about 70 miles southwest of North Cape, the 7th, 8th, and 9th of March, 1894, and to this market there would come hundreds of Lapps personally known to me for the purpose of selling reindeer meat, skins, reindeer thread, hair, shoes, antlers, etc. This market is held at fixed times in each year, and it had been one of the points which I visited while I was employed for several years by a large firm as buyer, and hence my acquaintance with many of the Lapps who congregate there.

To reach North Cape, in Norway, from New York in so short a time—fifteen to sixteen days—was hardly to be expected in this season of the year. I therefore telegraphed from New York to a commercial house in Hammerfest, asking it to make my coming and my errand known to the Lapps, if possible, before they met at the market, in order that they might begin to discuss the matter with their families at home and so be prepared to come to a decision. The wisdom of sending this telegram was afterwards demonstrated, and it saved me much travel and expense after I reached Lapland. Having made all my preparations I went on board the *Majestic* and at 6 o'clock on the 21st of February the steamer left New York with five hundred passengers on board.

The weather was fine for that season of the year, and on the 27th, at 12.45 p. m., Ireland was sighted. During the afternoon of the same day passengers and mail were landed at Queenstown, and the next morning at 8 o'clock we arrived in Liverpool. It took about four hours to land the passengers and their baggage, and two hours more were spent in getting through the custom-house. From the custom-house I went directly to the railroad station and took a train at once for Hull, where I arrived at 6 o'clock in the evening in a pouring rain. Half an hour later I was pacing the deck of the Wilson steamer *Juno*, and at 8 o'clock the same evening, February 28, this vessel left the dock and proceeded into the North Sea, bound for Trondhjem, Norway.

This season being unfavorable for tourists, there were few passengers. Had I been delayed a few hours across the Atlantic I would have had to wait a whole week in England for the next steamer to Norway, there being only weekly steamers during the winter. Thus I saw the waves of the Atlantic and those of the North Sea and crossed England all on the same day. The North Sea was rough, as usual in

this season of the year, but its breakers had no effect on me. Fortunately I have never been seasick. After three days we reached Bergen, Norway, on March 3, and remained there one day. I improved this time to call on the United States consul, Mr. Gade, and consulted him in regard to the speediest way of getting to the far north. The consul made some inquiries by telephone, and then advised me to continue my journey in the *Juno* to Trondhjem, whence a fast steamer would depart on the night of the 5th.

We left Bergen in the evening, and after stopping at a couple of places to land passengers and mail, March 4 at noon we were in the harbor of Christiansand, and the captain of the *Juno* informing me that we would not reach Trondhjem before late in the evening, which would give me no time to go to the city to arrange my affairs, I sent a telegram from Christiansand to the American consular agent requesting him to meet me in the harbor on the arrival of the *Juno*. When the ship entered the harbor of Trondhjem, about 10 o'clock in the evening, the consular agent met me on board. He kindly took my draft and had a part of the money sent to me a week later, when the advices had arrived by mail. The fact was, I had gained just a week on the mail that left New York at the same time that I did.

This arrangement made it possible for me to continue my journey northward. At midnight I went on board the steamer *Vesteraalen*, bound for Tromsöe. During the most of this trip we had snowstorms, but the steamer made good time, and we anchored in the harbor of Tromsöe on the 7th of March. Hitherto I had progressed even more rapidly than I had expected, but this was the first day of the Lapp market, 180 miles away. The journey from New York to Tromsöe had been made in fourteen days, the best record ever made, and it will probably not soon be equaled again, but I had traveled continuously without interruption. Tromsöe is located at 69° 40′ north longitude. Though unwilling, I was obliged to remain there one day, but I employed this time in hunting up more Swedish Lapps, who were there accidentally. They gave me but little comfort. They admitted that there were many Swedish Lapps who had lost all their reindeer on account of the hard crust of ice on the snow, which made it impossible for the animals to get their fodder. Many reindeer had perished from hunger. The same was the case at Karasoanda, where many Lapps were suffering, but the Swedish Lapps assured me that it would be useless to try to get them to go to America. That would be asking too much. They would suffer a great deal before they would leave their native heath.

On March 8 I took a steamer for Hammerfest, where I arrived on the 9th. The first thing I had to do there was to borrow some money, as the draft I had received in Washington had been left in Trondhjem. I found no trouble in getting what funds I needed, as I was well acquainted in Hammerfest. The cablegram which I sent from New York had been duly received, and Messrs. Feddersen & Nissen had

done everything possible to make my mission known among the Lapps, both through their agents in Lapland and at the Lapp market. Messrs. Feddersen & Nissen, the gentlemen to whom I had telegraphed from New York, gave me many valuable suggestions after they became better acquainted with the purpose of my journey. I was yet a long way from the Lapp market, but I telegraphed to some of my friends who were attending the market, and in this manner about thirty Lapps were persuaded to await my arrival and hold a conference with me personally. I left Hammerfest on the evening of the 11th on a small tugboat for Bosekop, where the Lapps had been waiting for me for two days. They received me as an old acquaintance. We chatted awhile about the result of the Bosekop market, about the prices of meats and skins, about the sleighing, etc. I told them news from America, and treated them to some delicacies that I had brought with me from New York. As they had never before tasted anything from New York, they looked upon this as a great compliment. The first day was spent in this manner, and the next day we met again to discuss Alaska and my errand. Two of the Lapps whom I had thought of interesting in my mission were absent, and I was told that they had gone to Russian Lapland to attend a Lapp market there.

In explanation of the slow progress I was making, it is necessary to state that the Lapps, like the reindeer, can not be crowded or forced in any way, and least of all in business matters. Time alone, and I had but little of it at my disposal, is able to produce a result. After the first meeting they seemed to look upon my proposition with favor, and I felt greatly encouraged for the next day. It was my purpose to engage only such Lapps as owned herds themselves, and not such as for any reason had lost their herds. A man who is not able to take care of his own property is not likely to be able to look after the property of others. On the afternoon of the 12th of March the Lapps met again, and I then told them all that I knew about Alaska and the reindeer enterprise there, and also restated my errand. I explained what kind of people I wanted. I informed them what their pay would be, that they would be transported free of cost, and described the details as fully as possible. During my talk to them they kept perfectly silent, and for a long time they seemed to be considering the matter, but no further progress was made that day. During the next four days the discussion was continued, and I had to answer hundreds of questions.

On the morning of the fifth day all the Lapps were ready to depart for their summer quarters. In the course of the night they had gathered their reindeer and were ready to start. It looked as though they would compel me to go to the mountains—that is, to Kantokeino, 120 English miles away—and continue the discussion there. I secured what seemed like a final opportunity to engage them in conversation. I then indicated to them that I would hire Lapps from some other place if they did not decide the matter at once, and so they would lose their chance

of making and saving some money. This was my last card. I had no doubt that the prospect of accumulating some money, which on their return could be deposited in a bank, would induce them to leave their old mountains. An empty sled passed, and I at once jumped into it and drove to the nearest station. I bid these stubborn people good-bye, but before doing so they agreed to send a man down from the mountains to meet me at Bosekop the 26th March, and bring me the result of their deliberations with their families, and I promised not to engage any other Lapps before that date.

In the meantime I went to Talvik, and beyond there to Stoe-Sandnoes and Tappeluft, to see some of the Lapps camping on the mountains in the vicinity. None of them could make up their minds at once to make a contract, nor did I want them to do so; I merely wanted to have them in reserve in case I failed to secure those I had already talked with at Bosekop.

On the 26th of March I was at the place agreed on, and on the same day two Lapps also arrived. I secured their services, and I at once made a contract with three Lapps, the two present having authority to sign for a third party, who was absent. Having secured these three, I looked upon my mission as a success, for the three men belonged to the best families of Kontotseino, and when they were willing to go to Alaska I was sure that it would be easy to get as many more as I wanted. On the 28th a third man came to make a contract, but on account of a lawsuit in regard to a sack of flour he was not certain that he could get away. I consulted the lensmand in Bosekop in reference to the sack of flour, but as he declined to act in the matter it became necessary for me to go to Hammerfest at once. There I secured the release of the Lapp and permission for him to emigrate, and I returned to Bosekop on the 1st of April. This Lapp then also signed the contract and went to the mountains to get ready for the journey, which was set for April 15. This last Lapp also had authority to sign for another one, and so I had now secured five in all. We agreed to meet on the 13th of April, as we would need a couple of days for the final preparation. I had now secured five families, and four of them were those that I had originally planned to get.

After completing the contracts I again went to Talvik to inform the Lapps there that I had already secured the required number, and that they did not need to give the matter any further attention. On this journey I received your letter requesting me to secure a sixth family, viz, a Roman Catholic, to be sent to a Roman Catholic station in Alaska and herd the reindeer there. But a Roman Catholic family of Lapps was more difficult to get than five more Protestant families, for nearly all the Lapps are Lutherans. I learned, however, that a Lapp boy had been adopted by a Roman Catholic missionary station at Altengaard, in the vicinity. The boy had got tired of the narrow limits of the missionary

station and had run away to be with the reindeer, and I at once secured him at a low price and took care of him until the other Lapps arrived.

From the 10th to the 13th of April I was busy getting ready to receive the Lapps. In company with those I had hired, there came one more family all ready for the journey. I thought it unfortunate to send the boy, who was only 18 years old, alone to the Roman Catholic station. He was hardly capable of handling a herd of reindeer, particularly in a strange country and among strange people, so I engaged this additional family to go with him. This family was the fifth that I had originally planned to hire. When they saw that other good and reliable people were willing to go, they concluded that there could be no doubt about the character of our enterprise.

After getting the baggage as dry as possible, it was all packed on the 14th of April, and on the 15th we went aboard the steamer *Nordland*, and arrived in Hammerfest on the 16th. On this first day of our journey there was no end of music, singing, and tears. Some of the relations and friends of the Lapps had come down from the mountains to see them off. These relations and friends accompanied us to Hammerfest. We had to spend the 17th in Hammerfest waiting for a steamer.

The Lapps whom I had engaged and who were now with me on their way to Alaska were the following:

Names of the men.	Ages of men.	Names of their wives.	Ages of wives.	Names of the children.	Ages of children.
Per Aslaksen Rist	50	Left his wife in Lapland.			
Johan Speinsen Tornensis	35	Margrethe	28	Berit	[1]10
Aslak Larsen Somby	48	Britha	46	Berit Anne	[2]11
Mathis Aslaksen Eira	25	Berit	37	Aslek	4
Mikkel Josefsen Nakkila	32	Berit	24		
Samuel Johnsen Kemi	46	Kjersti	27	Karen	[1]9
Frederik Larsen	18				

[1] Months. [2] Years.

The Lapps do not like to leave their ancient homes. They are very conservative, devoted to the customs and manners of their fathers, and exceedingly fond of the fresh mountain air. They are also very cautious in all their business transactions. When we add to this the fact that they have frequently been deceived by persons who wanted them for exhibitions in foreign lands, it will readily be understood that it was no easy matter to secure them for far-off Alaska.

Cranks are to be found everywhere, and also among the Lapps. Such cranks think it their duty to meddle with everything that takes place, no matter whether it concerns them or not. I found such a crank among the Lapps, and he gave me much trouble. He took the position that a great mistake had been made by not consulting him. He was angry and went to the royal Norwegian officer, who was to witness our

contracts, and told him all sorts of yarns, and persuaded him that he ought not to legalize the contracts without sufficient guaranty that the contracts would be fulfilled. The crank argued that inasmuch as the Lapps had been swindled heretofore they were sure to be swindled this time. You know the result of this meddling. I had to telegraph to Consul Gade, in Bergen, and he advised me to cable to Washington. I did so, and received a satisfactory answer. Had I not received this answer in due time, the Lapps would certainly have broken their contracts and gone back to their mountains believing that all was humbug, only a little better concealed than is usually the case.

At 7 o'clock p. m. we all went on board the steamer *Vesteraalen*, bound for Trondhjem. From Hammerfest to Trondhjem I had obtained the best rates from the Vesteraalen Steamship Company, and from Trondhjem to New York, via Christiania, I had obtained the most favorable rates from the Thingvalla Steamship Company.

The journey from Hammerfest to Trondhjem took three days. The Lapps were very despondent, and I had all I could do to comfort them and restore their lost courage. On the 19th they crossed the Polar circle for the first time in their lives, and on the 20th we arrived in Trondhjem, where we remained two days. During this time the Lapps unpacked and dried their baggage, and here I settled my money matters with Mr. Claus Berg, our consular agent, bought tickets, and had my Lapps examined by the proper authorities. Their contracts were countersigned by the chief of police to prevent any annoyance in the future. Everything was in order the 23d of April, when we boarded a train for Christiania. It was the first experience of the Lapps on a railroad train, and they were naturally very anxious. Whenever the locomotive whistled they would seize hold of the seats with both hands; but when they found that the train moved as steadily as any reindeer pulkha on the mountains of Lapland they loosened their grips on the seats and began to talk about the ingenuity of man. They were astonished at the tunnels we passed through, and looked with wonderment at the broad fields and at the farmers who were plowing.

In the afternoon we reached an altitude of 2,155 feet above the level of the sea. Here we found plenty of snow, and where the ground was bare it was covered with reindeer moss. All the strange things the Lapps had seen had gradually made them forget their sadness, and the sight of the moss filled their hearts with joy. As the trains do not run in the night in Norway, we spent the night at Tonseth. The next day we continued our journey down through the valley of Glommen, and the Lapps spent the time admiring the new things. They looked at the rafts floating down the river, at the well-cultivated farms with their nice red and white houses, and watched the new passengers getting on and off the train at the stations. In the afternoon we changed cars at Hamar Station, and on the evening of the 24th of April we came to

Christiania, the capital of Norway, where we were met by a representative of the Thingvalla Steamship Line and by a friend of mine, who had been sent to me by Mr. Magnus Andersen, the editor of the Norsk Sjofartstidende. These gentlemen were of great help both to me and to the Lapps. During our stay in Christiania we were all, with the exception of the dogs, examined by a physician and pronounced well. Cages were bought for the dogs, and all our baggage was weighed and checked. We also procured tin cups and other necessary things for the journey, and half an hour before the time of sailing we were all on board the ship, ready, with about two hundred other passengers and emigrants, to sail for the New World.

On the 26th of April, at 2 o'clock in the afternoon, the Thingvalla ship *Island*, Captain Schjott commanding, steamed out of Christiania Harbor with the first company of Lapp emigrants on board. We had fine weather, and after an hour's sail we met another steamer of the same line coming from New York. The two ships exchanged greetings, and our vessel proceeded to Christiansand, where we arrived on the morning of the next day. Here we received the mail and a few more passengers for New York. In the course of the forenoon I here had an opportunity of sending a last greeting, together with letters, to our friends, and at 12 o'clock noon we proceeded into the North Sea.

Perhaps this would be the best place to express my thanks to many prominent men in Norway who were of great help to me on various occasions. I am under special obligations to the United States consul in Bergen, Mr. Gade; to the commercial house of Feddersen & Nissen, at Hammerfest; to Lensmand H. C. Borchgrevinck, at Alten, and to Capt. Magnus Andersen, the well-known successful commander of the *Viking* across the Atlantic. It will be remembered that Captain Andersen brought the *Viking* ship to the Columbian Exposition, in Chicago, and that he is the editor of the Norsk Sjofartstidende, in Christiania. All these gentlemen aided me materially in bringing my mission to a rapid and successful close.

We crossed the Atlantic slowly but safely. The Lapps were not seasick, but a couple of the women were slightly indisposed. On the other hand, the dogs suffered considerably, not only from seasickness but also on account of the warm atmosphere of the ship. Two of them were very sick for a couple of days, and one died and was buried in the largest of all graveyards, the Atlantic Ocean, on the 10th of May, at 8 o'clock in the forenoon. Captain Schjott gave our quadrupeds the liberty of the deck a few hours every day, and was very accommodating in every way. When we arrived in New York on the 12th of May, he placed us under special obligations by his willingness to serve us in every way possible.

In New York I expected to meet a gentleman who was to assume the care of the Lapps to San Francisco, Cal., but circumstances prevented

his making his appearance. I received a letter from Mr. William Hamilton, and a draft for money, with orders to proceed at once to Madison. In this letter I was informed that upon my arrival at Madison, Wis., Prof. Rasmus B. Anderson would take charge of the transportation from that point, and so it became necessary for me to hasten matters myself in New York as best I could, with the kind assistance of Captain Schjott. At 11 o'clock in the forenoon we were landed, and there was a running to and fro to get things into shape. The most difficult thing was to get the dogs removed from the ship, as these fellow-travelers of ours were not found in the list of passengers, and consequently did not come under the charge of the officers of Ellis Island. The dogs were a part of the baggage, and had to be taken through the custom-house.

We brought the dogs ashore for breeding purposes, but did not have the necessary certificates from the breeding station in Europe whence they came, for the simple reason that the dogs did not come from any breeding station, but from the mountains and snow fields of Lapland. By the assistance of a quick-witted broker, we got the dogs out of the custom-house by my signing a long document full of assurances, and this document was no doubt carefully preserved for future reference. It was a great relief to get this business out of the way, but then it came like a bolt of thunder out of a clear sky that the dogs could not be transported any farther as baggage, and so there was another running hither and thither, which ended in my taking the dogs to the express company and sending them by express, a matter of no slight expense, as you have seen from the statement of my account rendered to you a year ago, but there was no other way, and although the Lapps protested vociferously against being separated from their dogs, it could not be helped. At 6 o'clock in the afternoon, matters were sufficiently arranged so that I could begin to think of the Lapps. They had passed the necessary inspection at Ellis Island and had come to the city, where they were found in a hotel, at which we all got a refreshing supper. Then we went to the ferry and to the West Shore Railroad station, where we took the train at 8.30 in the evening, utterly exhausted from the heat and work of the day.

We bought second-class tickets from New York to Madison, Wis., at the ticket office of E. A. Johnson, in New York. But these tickets proved to be very defective, partly perhaps on account of the hurry in which they were issued, for transfer coupons lacked on several of them when we arrived in Chicago, and our only compensation for this extra expense and for taking second-class tickets was, that we arrived in Chicago four hours later than passengers who had left New York two hours earlier than we did and bought emigrant tickets. The trouble and annoyance are now forgotten, and so I will say no more about it, but keep the matter in remembrance until the next time. On Penticost Sunday, the 13th of May, we reached Buffalo. Here we changed cars

for Chicago, Ill., where all of us were vaccinated in accordance with a decision of the authorities. Our departure from Chicago was telegraphed to Prof. R. B. Anderson, at Madison, Wis., and on our arrival there he had provided temporary lodgings for the Lapps. After an absence of nearly three months, occupied during the whole time in traveling and caring for a lot of helpless human beings and animals, the writer again stood on the station platform in Madison pretty tired and exhausted. The dogs had arrived there the day before.

As my journey to Lapland had been made unexpectedly, and as I had no one to look after my private affairs, I needed a few days at Madison to settle my business and pack my goods for a removal to Alaska. The baggage of the Lapps had become musty, and so I arranged with Prof. R. B. Anderson to remain a few days in Madison, Wis. Arrangements were made to transport the Lapps by way of the Great Northern Railroad to Seattle, and thence by steamer to San Francisco, and as soon as we were ready to leave Madison the tickets were on hand and delivered to me. We were placed in a very comfortable so-called tourist car, where the Lapps were able to cook their own food and do as they pleased. On the evening of May 22 the train left St. Paul.

We expected to be in Seattle in a few days, but the floods in the Rocky Mountains were not anticipated, and hence we miscalculated. Meanwhile we made good progress until the afternoon of the 24th, when we arrived in Kalispell. The only misfortune we had had up to this time was the death of one of our dogs on the 23d. When we arrived at Kalispell we were told that we could not proceed before the next morning, on account of a washout, but when the next morning came we were told that we would have to wait until the following morning, and doubtless we would have heard this promise for a month if the passengers had not begun to insist on being sent back and transferred to another line. Trains continued to come in from the East, leave their passengers, and return, so that had this importation been continued the town would soon have become congested with people; but finally orders were received to go back to Harvard, which was done on the 26th of May.

During our stay at Kalispell we had the misfortune of having one of our best dogs stolen from us. One day the dogs had been taken out of their cages to be bathed, a matter which we attended to as often as possible. After bathing the dogs were brought back to the station and given their liberty for a short time. In the meantime it was necessary for me to go to town to secure provisions for my people, and on my return one of the dogs was missing. Inquiry was made through the town, but the dog was not found. The search had been abandoned and the Lapp was weeping over the loss of his dog when a small boy reported that he had seen a man and a black dog go westward on a hand car. We at once went to find the foreman of the railroad section, and from him

we learned that no hand car belonging to the section had that day gone west of the town, but that a hand car had been in from the nearest section house. Having one more witness that a dog had been seen on a car that day determined me to try and catch the thief. This was accomplished with a borrowed hand car and four men and a Lapp, as no train or other means of transportation could be secured. It was already dark in the evening before we had gone the 20 miles and the section house was reached, where we found all hands playing cards, and after a few indirect questions had been answered the dog was found to be in the house. On a definite demand for the stolen dog it was produced. The thief made the excuse that he had bought the dog of a boy for 25 cents, and as we had no time to remain there and bring suit we let the fellow off after giving him some fright, so that he will henceforth probably abstain from going off with another man's dog.

At 11 o'clock in the evening we came to the railroad station, and left there the next morning for Harvard, where we arrived in the afternoon, and spent the night there until the 27th, when we continued to Helena, Mont. We had to spend the night again at Helena, and there we were transferred to the Northern Pacific Railroad the next day. After conflict with the agent at Helena, he being unwilling to furnish food for the Lapps, we were taken into another car and proceeded to Horse Plains, arriving there on the 28th. Here we had to stop again on account of washouts. The washouts were not repaired until the 30th, when we started for Herron Station, a few miles west. There we stopped again until the 31st of May, when we proceeded a few miles and reached Clarks Falls in the evening; thence we proceeded again the same night, and advanced steadily, though slowly, until we finally reached Seattle, Wash., the 1st of June, late in the evening. I pass over all the annoyances, disputes, and trouble on this journey. I tried in every way possible to secure provisions for the Lapps and dogs from the railroad company, but was only partially successful.

The 2d of June we were transported from the railroad station to the steamer *Umatilla*, destined for San Francisco via Victoria. The weather was fair, but one of the Lapps was quite sick. He was not seasick, but apparently suffering from the heat, dust, and atmosphere of the railroad car, which doubtless had had their influence upon the lungs accustomed to the fresh mountain air. In Victoria I procured some medicine, and his health was much better when we arrived in San Francisco the 4th of June, having been fifteen days on the way from Madison, Wis.

As indicated by your letter of May 1 from Port Townsend, I telegraphed from Seattle to Messrs. S. Foster & Co., No. 28 California street, San Francisco, and announced our departure. Accordingly, a gentleman met us on the dock and brought us to a comfortable hotel called Sailors' Home. The brig *W. H. Meyer*, which was to take us to Alaska, being under repairs on our arrival, we could not go on board

at once, as suggested by you, but had to remain ashore. Better quarters than those we had could not have been secured in San Francisco. Both the location and the management made it impossible for the Lapps to get out into bad company.

During our stay there my time was entirely occupied in selecting supplies and provisions which we were to take with us, taking charge of the Lapps, and in looking after other necessary things, so that I did not have much time to look after my wards, but Captain Staple, the manager of the Sailors' Home, cheerfully took charge of the Lapps, showed them the city, and kept them away from dissipation. During our sojourn in San Francisco one of our Lapps was married in the chapel of the Sailors' Home by Rev. T. L. Brevig. The marriage ceremony should have taken place at Bosekop, Norway, before our departure, but was postponed on account of the limited time. The Lapp in question was delayed on his journey from the mountains on account of the bad roads. Then it was decided that the marriage should be performed at Madison, but difficulties also hindered us there, and so the wedding was finally celebrated in San Francisco.

When the vessel was ready to sail all the Lapps went on board. This was on the 16th of June, and the vessel was to start on the 17th, but on that very day the captain and the vessel owner received information that another of his vessels, which had been out on a whaling expedition in the Arctic Ocean, had been wrecked. This necessitated the captain's presence in San Francisco to equip another vessel to take the place of the wrecked one and to find another captain, and thus our journey was postponed another day. Finally, on the 18th of June, we were all assembled on board the brig *W. H. Meyer*, Captain Holland commanding, and bound for Port Clarence, Alaska, via St. Lawrence Island, where Mr. Gamble and company were to be left.

I here seize the opportunity of expressing our most hearty thanks to Prof. R. B. Anderson, of Madison, Wis.; to Captain Staple, superintendent of the Sailors' Home, San Francisco, and to Messrs. S. Foster & Co., No. 28 California street, San Francisco, for their kind assistance and advice during our sojourn in these places.

The ship first sailed in a northwesterly direction until we were only 150 miles from Honolulu; then we turned the prow to the west and northwest until we were off the Sandwich Islands, where we had a perfect calm for a couple of days. Then we sailed to the northwest a couple of days and then due north until we came in the vicinity of Fox Islands, where heavy fogs hindered us from sailing between the islands; but after lying still a few days the captain decided, on the 22d of July, to sail through the so-called Seventy-two Pass. He had not seen land, but had taken an observation. He was successful, and when we had passed the islands the fog lifted so that we could see them behind us. Soon the fog again became so dense that we could see nothing for three whole days, excepting that we got a glimpse of St.

Mathews Island. During the night between the 27th and 28th of July we came near running ashore on the west side of St. Lawrence Island. During the darkness of the night the ship had drifted in among the breakers before we became aware of our danger. We were scarcely a hairbreadth from being wrecked against the rocks of St. Lawrence. We were most fortunate in escaping this danger. The next day the water was calm, and two boats filled with the first Alaska Eskimo we had ever seen came on board. On the night of the 29th a stiff south breeze was blowing. The same wind favored us the next day, and this brought us past Kings Island and within Point Spencer, in Port Clarence, where we anchored for the night. Next day we again weighed anchor and sailed to the reindeer station, where Mr. and Mrs. Lopp came on board and invited us to come ashore, an invitation which we were more than happy to accept after a tedious journey of forty-one days in a most uncomfortable ship. We went on board again in the evening, and we were not landed until the 31st of July.

On our arrival at the station, both Rev. T. L. Brevig and the writer and his family were most kindly received by Mr. and Mrs. W. T. Lopp, and everything possible was done to help us become familiar with our new surroundings. No pains were spared to satisfy our immediate wants, even though Mr. and Mrs. W. T. Lopp had to make a sacrifice of their own comforts.

There was no formal assuming of the affairs of the station, but it may be said in general terms that matters were under our control from the 6th of August, and one of the Lapps, together with two apprentices, were sent out with the herd. The other Lapps were set to work to make salmon seines, and in the course of a few days we had five of them busy securing fresh fish for our tables. The dried goods of last year had been consumed and the goods for this year came with the *W. H. Meyer*. All the resources had been exhausted, so that it was necessary to begin using the provisions we had brought at once. In accordance with your instructions, dated the 27th of July, 109 reindeer (92 females, 8 bucks, 5 steers, and 4 sled deer) were taken out of the herd in August and marked and delivered to Mr. W. T. Lopp to be transported to the American Missionary Association mission station at Cape Prince of Wales.

In addition to these 109 deer, 10 females, belonging to apprentices from the same mission station, were taken, marked, and sent. These apprentices returned to Cape Prince of Wales Station. Your instructions called for only 100 reindeer, but after the separation 9 of the Government herd were mixed with the mission herd and could not afterwards be separated, since the fawns were in the latter herd. As there was no enumeration of the herd or any formal delivery of it to us, I took a census of it as soon as I found the opportunity. By adding the reindeer that had been taken from the herd in the summer and those that were lost after I arrived, I found the actual number of reindeer in the herd on the 6th of August, 1894. What has become of

all these reindeer the following table, being the record kept at the station, will show:

Reindeer account.

Date.		Dr.				Cr.			
		Male.	Female.	Fawns.	Total.	Male.	Female.	Fawns.	Total.
1894.									
Aug. 6	Received from W. T. Lopp	.....	.....	.....	.....	79	311	119	509
8	Delivered to the American station at Cape Prince of Wales.	17	80	12	109	.....	.....	.....	....
8	Given to apprentices:								
	Metex ite	.....	2	.....	.....	.....	.....	.....	....
	So kwee na	.....	2	.....	.....	.....	.....	.....	....
	Ki year grick	.....	2	.....	.....	.....	.....	.....	....
	Ki ok	.....	2	.....	.....	.....	.....	.....	....
	Oeteune	.....	2	.....	10	.....	.....	.....	....
30	Marked to other apprentices who stayed at the station.	.....	18	.....	18	.....	.....	.....	....
Sept. 6	Received from Sheldon Jackson	.....	.....	.....	.....	27	4	2	33
30	Died and killed	3	6	5	14	.....	.....	.....	....
	Balance	86	201	102	389	.....	.....	.....	....
	Total	106	315	119	440	106	315	119	542
Oct. 1	Number of deer in herd	.....	.....	.....	.....	86	201	102	389
11	Bought from O kwood let	.....	.....	.....	.....	.....	2	.....	2
12	Bought from apprentice, So whe na sie	.....	.....	.....	.....	.....	2	.....	2
31	Died and killed	7	3	3	13	.....	.....	.....	....
31	Given to the manager	1	.....	.....	1	.....	.....	.....	....
	Balance	78	202	99	379	.....	.....	.....	....
	Total	86	205	102	393	86	205	102	393
1895.									
Jan. 4	Reindeer in herd this day belonging to Government.	.....	.....	.....	.....	78	202	99	379
31	Delivered to Eskimo apprentice Antisarlook as a loan.	21	70	9	100	.....	.....	.....	....
31	Marked to apprentice	.....	13	.....	13	.....	.....	.....	....
Mar. 31	Died and killed	5	1	90	6	.....	.....	.....	....
	Balance	52	118	.....	260	.....	.....	.....	....
	Total	78	202	99	379	78	202	99	379
Apr. 1	Reindeer in herd belonging to Government	.....	.....	.....	.....	52	118	90	260
June 30	Died and killed	2	.....	1	3	.....	.....	.....	....
	Fawns born	.....	.....	.....	.....	.....	.....	118	118
	Balance	50	118	207	375	.....	.....	.....	....
	Total	52	118	208	378	52	118	208	378
	In herd this day belonging to the Government	.....	.....	.....	.....	50	116	207	375

These 375 animals will be carried over to a new account, in which the fawns, previously named, will be divided and placed in their proper columns as males and females. In the herd on the 30th of June, 1895, I found belonging to the United States Government, 90 males, 167 females, 118 fawns; belonging to apprentices, 12 males, 12 fawns; making a total of 90 males, 179 females, 130 fawns.

Extract from quarterly account.

Date.	Character of disease and cause of butchering.	Male.	Female.	Fawns.	Total.
1894.					
Aug. 6	Killed; swelling in feet, unable to work	.....	.....	1	.....
8	.....do	.....	.....	1	.....
8	Killed; broke his leg while running	.....	.....	1	.....
15	Strayed; afterwards shot and stolen by Eskimo from Cape Prince of Wales	.....	1	.....	.....
24	Killed; could not keep up with herd	.....	.....	1	.....
29	Killed; liver and lung disease	.....	.....	1	.....
29	Died; liver and lung disease	.....	2	.....	.....

Extract from quarterly account—Continued.

Date.	Character of disease and cause of butchering.	Male.	Female.	Fawns.	Total.
1894.					
Sept. 13	Killed; 3 ribs broken in a fight	1			
14	Stolen by Eskimo; only head and antlers found		1		
22	Died; liver and lung disease		1		
29	Killed; liver and lung disease	2	1		
	Total	3	6	5	14
Oct. 5	Died; liver and lung disease		1	1	
19	.....do		1		
19	.....do		1		
20	.....do	1			
Nov. 15	Died; broke his neck	1			
17	Killed; broke 2 legs			1	
27	Sold to Laps for food	1			
Dec. 19	Killed to feed herders	2			
21	.....do	2			
	Total	7	3	2	13
1895.					
Jan. 3	Died; liver and lung disease			1	
Feb. 15	Died; froze to death on an expedition	1			
23	Killed; liver disease	1			
28	Died; liver disease	1			
Mar. 20	Killed	1			
26	Stolen; shot by Aksegrook	1			
	Total	5		1	6
Apr. 3	Killed; broke his leg in driving	1			
9	Died fighting			1	
17	Died; lung disease	1			
	Total	2		1	3
	Grand total				36

As you will see from the above tables, we have killed and lost 36 deer during the past year. This number is not small considering the size of the herd, but it was the best result we could produce. As you will also perceive, there was a severe disease among the deer last autumn, a liver and lung epidemic taking off 15 of 36 deer lost or killed. The disease was of short duration. Nothing was observed before the deer suddenly left the herd and wandered off by themselves without taking any nourishment, and death followed a day or two later. All the remedies we could think of were applied, but absolutely without benefiting the diseased animals. The herd was changed to new pastures, milking was stopped, but those that were attacked by the disease died all the same. The same disease is also known in Lapland, but no remedy is known there. One of our Lapps had to kill over 90 reindeer in his herd in Lapland in a single autumn on account of this same disease. At the outbreak of the disease it seemed that we would lose many more animals than we actually did. It is to be hoped that we will escape this danger in the future, for we think we have discovered the cause, a matter which I will not discuss at this time, as we have not gathered a sufficient amount of facts. When we subtract these 15 animals and the 6 killed for food, the loss is 15 per cent, which is more than is calculated in Lapland in herds of the same size as ours.

The annual loss in private and other herds in Alaska does not exceed

8 per cent, while the Government nerd will always have a higher percentage of loss as long as it is managed for the purpose of education, for such a herd can never be handled so carefully as a private herd. As long as it is necessary to have apprentices in connection with the herd, they must have an opportunity of practicing the various methods of handling the animals in connection with lassoing, taming, driving, etc. This, of course, causes more or less disturbance, much more running to and fro of the herd, than if it were private. A private herd is left undisturbed all of the time, hence there is less of broken backs and other injuries. These disadvantages can not be avoided, for it is necessary for the apprentices to practice if they are to make any progress. In the account you will also notice that 3 animals were stolen by the Eskimos. I was successful in capturing only one of these thieves, to wit, an Eskimo by the name of Axsegroak, from Nook, the nearest village east of the station. On the 26th of March, during my absence on a journey to Golovin Bay, he shot one of our deer. It had been set at liberty by one of our apprentices while returning home from Antisarlook herd on account of weariness, about 4 miles east from the station. They were unable to bring it home before the herd was gone, so left it so that it could be united with it on their return home. Our people looked after the animal several times, and were constantly aware of its whereabouts.

Although it does not belong to the chapter, I will take the liberty of relating here how we captured and punished this thief. On my return, the 31st of March, it was soon reported that a reindeer had been shot by some Eskimos or others. But no one knew or was willing to know who the thief was, the Eskimos being, as a class, great cowards; so that when one of them has done anything wrong the others dare not say anything about it for fear of being themselves shot by the criminal. For this reason they did not dare report the stealing of the reindeer, but simply stated that it had been shot and eaten; but I resolved to get this matter straightened out, and to this end I instituted direct and indirect investigation, the only result of which was that our apprentices knew who the thief was but did not dare to tell the truth. On one of my daily visits in the houses of the apprentices and herders, all the apprentices were asked whether they would not tell me the circumstances pertaining to this matter. I received no answer from any of them, but one of the wives, who stood near the stove, made some comprehensible signs and nods with her head toward a man who sat in a corner of the room. A single moment's consideration convinced me that the thief was sitting in the corner, on which account I immediately addressed him and asked him in very positive terms whether he had shot our reindeer, to which he hesitatingly nodded with his head without opening his lips. He apparently did not think it worth his while to say yes.

I considered the matter of great importance, as this was the first

stealing of reindeer of which I had obtained proof, and I decided to establish an example for future thieves. With this in mind I made it clear to him, perhaps using rather strong language, that he was a thief and much more; but he, of course, did not understand anything of what I had said, but his courage failed him when I made motions indicating that he would have the pleasure of trying a pair of handcuffs, upon which I left the house in order to carry out my threat. I did not go after the handcuffs, but directed my steps to Rev. Brevig, to tell him of the discovery I had made. We had not discussed the matter very much before the culprit came, seated himself on the floor, and gazing at me with an inquiring look, he said, "Me no good," and as he received no answer he took his knife from its sheath and placed it before his breast to kill himself on the spot; at least, he looked that way. But when Rev. Brevig and myself talked to him, he was persuaded to abstain from the execution of this threat, and he then asked whether we wanted him to go home and take his life there. We assured him that that was not what we wanted. We sent after one of our apprentices, who understands English, and, employing him as our interpreter, we delivered a reprimand to the Eskimo and then began questioning him in regard to the details.

From this examination it appeared that he had nothing to eat; that he was about dying from starvation when one of the reindeer from the station was feeding near his house; that ten of his neighbors helped him to eat the meat. He was told that to steal reindeer was just as wrong as to steal from another man's winter provisions, which the Eskimo regard as a very great crime. In regard to his starving to death, we told him that he well knew that we would not permit any good and honest needy person to suffer, a fact of which we had given ample evidence. Then we gave him an account of what was done with thieves among the white, civilized people. There thieves were incarcerated and punished. Then the Eskimo burst into tears. He confessed his weakness and admitted that he was not liked by the other Eskimo, not even by his own mother, and that the best thing for him now would be to end his miserable life. It may also be added in regard to this person, that he was looked upon as a black sheep among the Eskimo who frequently had warned him in regard to Nanugak, the thug, who last spring was shot by another Eskimo about 400 yards from our station.

I was told that Axsegroak and Nanugak were the two meanest fellows in this locality. Both of them employed the same tactics; that is, frightened the other Eskimos, and in that way made them do just as they pleased. They took this way of getting their living easily. Both of them were lazy and did not care to work for their living. We advised this man to be industrious, honest, and good, in which case he would be liked both by his mother and by the other Eskimos, and all would then do everything possible to help him along in the world. The fact that ten other Eskimos had helped him eat the meat without doing any-



SKINNING REINDEER.
Photograph by William Hamilton.

thing about it brought me to the conclusion that all who had had a share in it ought to pay for it. I rendered a decision as seriously as a judge. My verdict was that everybody who had eaten of the stolen deer should pay one fox skin, and that the reindeer skin should be brought to the station. The Eskimo breathed easier when he heard my decision, and when he was told that he might now start for home and inform his companions in regard to the result of the stealing, and that Oomalik (superintendent) was fearfully angry on account of this event, he did not need to be told twice, but started off like a whipped dog. The next day he returned, bringing with him the reindeer skin and a fox skin and a couple of his guests, one of whom understood a little English.

The year before he had been in an Eskimo show on a trip in the States. My verdict was repeated to them and a second reprimand was delivered, whereupon we gave them something to eat and let them go home. During the following two weeks all the guilty parties, nine in all, brought me a white fox skin apiece. Two were permitted to contribute one fox skin together, as they were very poor and it being all they had. Of course this was only a small fine, but it was felt to be severe by these people, who hardly know what to do to satisfy their empty stomachs, but it was regarded as the right thing to do to be severe in punishing the first offense. This same Axsegroak found two reindeer from Antisarlak's herd roaming over the mountains south of Port Clarence. He could easily have shot and eaten both of these animals without any risk of discovery, as he lived in a tent with his family far from any other Eskimos, but he came to the station, and relating what he had seen got his reward for doing so.

A week after we had assumed the management of the herd we took it about 3 miles east of the station and a fence was built near a small brook, afterwards called Pen Creek, and the Lapps and the apprentices were sent out to camp there. Since that time the herd and the camp have been moved sixteen times. The dates of the various movings you will doubtless find recorded in the log book, but I will here state that camps Nos. 1, 2, and 3 are the autumn camps down to November; No. 4 is a winter camp until the middle of March, and the other twelve from that time to date. The pastures examined in this connection vary in quality more or less, the best ones being Nos. 8, 10, 11, 12; that is to say, on the south side of Goweerook River. Even better pastures with dry, hard ground have possibly been found on the south side of Grantley Harbor and on the southeast side ot Port Clarence. It is doubtless one of the best pastures to be found in this vicinity. The purpose of moving so frequently was, first, to give the herd change of pastures; second, to examine and find the best pastures; third, to make the reindeer acquainted in a larger stretch of country so that they would not so easily get lost in case some of them should happen to go astray. A reindeer would more easily find its way back to the herd if it came to a familiar place where it had been before. Fourth, and not least,

to train the apprentices in moving and in nomadic life, of which more hereafter. The moving in the spring was of course done for the purpose of bringing the herd to a place where the females could as comfortably as possible drop their fawns. This place had been selected in the course of the winter.

The first thing I did was to send the Lapps in different directions to make themselves acquainted with the locality and with the pastures before snow fall, and when I had acquainted myself in regard to the conditions of the wind and weather, I decided that the herd ought to be kept near the station at the time of dropping the fawns. On the 5th of January I set out with five reindeer east of the station to find a suitable place for the cows to bear their young. I chose the coldest part of the winter in order that I might be the better able to judge of the condition of the various places. The first day we drove to Goweerook village, about 45 miles distant. There we spent the night, and the following day we drove in different directions, but continually farther up the Goweerook Valley until we reached a place about 10 miles beyond the Eskimo habitation, and from there we returned to the station. We spent two nights in the snow banks and five nights in Eskimo tents, and we found what we sought, to wit, a sheltered place with good pasture. We arrived at the station the 13th of January.

In the course of the winter the herd was scattered only once. This was the night between the 7th and 8th of February, when a terrific storm from the north raged so violently that no human being could be out in it. On the morning of the 8th only 20 of the reindeer were found to have been able to resist the storm. These were all tame sled deer. None of the others were to be found, and after eight men, who in the morning had gone out in different directions to search for them, returned to the camp at noon, the result was that only uncertain traces could be found in the snow south of the camp; and when two men again went out to follow the footprints the herd was met driven by five Eskimos toward the camp. The whole herd had yielded to the power of the storm and had started off in the same direction as the wind. It had wandered across the ice to the south part of Grantley Harbor to the vicinity of the village, where the Eskimos saw the animals feeding in the morning, and began to drive them back, meeting our men on the way.

We began training the deer in hauling sleds before the snow fell. All but one of the deer which had been used the previous winter as sled deer, had been sent with the mission herd to Cape Prince of Wales. The one we had left was an old animal which we afterwards discovered was able to live on corn meal; that is to say, it was one of the animals which Miner W. Bruce had been experimenting with in this direction. After making this discovery, this animal was called the "Corn Meal Sack," and it is at present in the Antisarlook herd. About the time the snow fell in sufficient amount to give us sleighing, we had 5 reindeer that

could be used as sled deer, and we continued training the animals during the winter, so that there are now 27 trained animals in the herd. We have kept from 8 to 17 of these continually at the station from the 3d of November, 1894, to the 16th of June, 1895. These animals have been employed every working day for bringing fuel and lumber to the station. They have been fed on moss, and had their night quarters in a shed built last fall for that purpose, until the middle of February, when the moss gathered last fall gave out. Since that time they have been tethered in a pasture every evening. This involved a good deal of work, as the animals had to be tethered 3 or 4 miles from the station, and the fuel and lumber had to be brought from 5 to 10 miles from the opposite side of the station.

There is no moss to be found nearer than 3 to 4 miles in any direction, from the fact that the herd, unfortunately, had been kept for a couple of years pasturing in the immediate vicinity of the station and had consumed all the reindeer moss, if there ever was any. We often tried to feed the reindeer in new ways, since we at once found that the Eskimos did not have, or were not able and would not for a long time be able, to secure any more corn meal than could find place in their own empty stomachs.

So many animals being needed for daily use, and these having to be changed every three or four weeks, the beginners not being able to stand the prolonged, steady work, it became necessary to train a few 2-year-olds after all the older ones had been brought into service. This practice is not to be recommended, but the Siberian reindeer being somewhat larger and stronger than 2-year-olds in Lapland, and they being handled with the greatest care, I do not think they were damaged in any way. Of the animals trained and in the process of training, 4 had to be or were killed, as you will see from the quarterly statement, and the reason for this was that they were left to the apprentices for practice. As a rule, about 10 per cent of the animals that are being trained will be lost, no matter how skillfully the work is done. Last fall some of the animals were also trained to carry pack saddles. They were used, and are still being used, in transporting the provisions from one camp to another.

The time for dropping the fawns comes one month earlier here than in Lapland. This circumstance, in connection with the fact that the weather is colder all the year around, makes it more difficult to save the fawns here than there. We had been very successful in the change of quarters for the herd during the most important season. A daybook kept by one of the Lapps shows fine weather, continuous calm, while we here at the station were constantly exposed to a cold, north wind, with occasional sleet. In Lapland the fawns are dropped from the beginning to the 10th of May, while here the first were born on the 10th of April and the last on the 16th of June.

It had already been noticed last fall that the dropping of the fawns

here occurred earlier than in Lapland. Hence, every effort was made to arrange for the pairing later than formerly, and I believe we gained a few days; and, which is of great importance, in the month of April. From the report of the first year from this station, it is noticed that the fawns were dropped between the 13th of April and the 3d of June, but we were unable to accomplish much in this direction last year, but next fall another effort will be made to regulate this matter if no obstacles interfere. It was stated last fall, by people who were supposed to know something about herding reindeer, that if we continued in this manner the herd would not be able to live through the winter; but we took but little notice of such predictions, as our Lapps were not infants in the art of herding reindeer, but men who had seen and handled reindeer more than one year.

The reindeer here are more wild and unmanageable than those in Lapland. The reason for this is probably the fact that the Siberians do not train the animals for sled deer, but let them go as they please, simply watching them and keeping them together. In Lapland the reindeer may be seen pasturing among the tents, or perhaps better, a herd of reindeer may be seen with tents in the midst of them. Dogs, men, and deer are mixed together, and it is to be hoped that we will be able to domesticate this Alaskan herd in the same manner by continually working with them and letting the herders, the apprentices, and the dogs stay with them.

From the extract of the reindeer account it will also be seen that at the beginning of the time of calving there were 118 females, 52 males, and 90 fawns belonging to the station; that the increase this year was 118. From this statement it may appear to you that we did not lose any fawns, but this is not the case. In the first place, one cow had two fawns, one of which had to be killed, as the reindeer cows are not willing to recognize twins, but she chooses one of them, feeds and takes care of it, while the other is invariably hooked and kicked and denied all maternal care and nourishment.

Apparently the Eskimos and the reindeer are very much alike in this respect. I was told that the Eskimo also, under similar circumstances, choose one and kill the other of the twins. This is not the only fawn that died. There were more of them, and how it happens that we have as many living fawns in the herd to-day as there are grown-up females is to be explained by relating one of the many methods by which an attempt is made to force the increase of the herd in Lapland. One more fawn is one more reindeer, and one more reindeer is money to the Laplander; hence, many experiments are made in this direction. It is estimated that under ordinary circumstances there must be more fawns than there are grown-up females, and to produce this result some of the fawns that are only 5 to 6 months old are paired. The most of the fawns dropped by these young heifers die, but some of them are saved by careful treatment, both at the time of their birth



MILKING REINDEER.
Photograph by W. T. Lopp.

and later. Some of these fawns are expected to be saved and so take the place of the deceased fawns dropped by mature mothers. We secured this result this year by the aid of the male reindeers which we asked for last fall, and which you landed here the 1st of September, and, to use an expression of the Lapps here, we may say that the fawning and increase has been "barri"—that is, successful. The reindeer are always called fawns until they have passed their second birthday (1 year old).

Last fall we built a fence and made a pen, and then we began milking. This was a most difficult task, as many of the cows had never been milked, and those that had been milked were so afraid of undergoing this operation again that when the lassoing began they started off on a full run, and some of them leaped over the fence. This dread of lassoing and milking was caused by the manner in which they had heretofore been handled during this process. They had been thrown to the ground and two or three men had held them down, lying on top of them while they were being milked. No wonder that such barbarism should frighten the animals. It took a long time before we could get the herd quieted down during the milking, and when the season was over there were only three cows that allowed themselves to be caught without lassoing and stood still during the milking without being held. Still I considered this a satisfactory result for the milking of the first fall.

The reindeer are milked only in the fall, after the fawns have been weaned. From the milk we made cheese. Some of the milk was evaporated to be used in the winter, and although the milking ceased early in the season, the Lapps still had cheese and butter for their bread and milk for their coffee in the middle of March. Our apprentices were altogether too lazy to milk, and consequently they had neither cheese nor milk to use.

We have had but little trouble in protecting the herd from the Eskimo dogs. Only once or twice did they give us any annoyance last fall, and that was before the herd was moved away from the station. But they were driven away by the Lapps' dogs on guard, and from that time we have never seen them approach the herd. On the other hand, we have been somewhat annoyed by the sharp teeth and empty stomachs of the Eskimo dogs in connection with the sled deer which were constantly kept near the station. We had kept the dogs away by threats and sticks, excepting in one case, where a dog was killed by the knife of a Laplander while he was taking care of the sled deer. The dogs in the nearest village are by this time so accustomed to the reindeer that they never attack them, although we have driven directly in front of their noses every day during the whole winter. In the beginning of last autumn there were many wild cries and just as many conflicts between the Lapps with their great knives and the dogs with their sharp teeth. The Lapps were always victorious. On account of their

constant defeat and torn skins, the Eskimo dogs surrendered and have made no more attacks. In defense of his sled deer against wolves or dogs, the Laplander always uses his knife, which is 10 to 12 inches long, a formidable weapon, and he defends himself in the following manner:

As soon as danger is perceived, the Lapp leaps out of the sled and runs to the reindeer, throws them down with the back on the ground, straddles them, holding their heads erect. In this position the animals can not get up. The Lapp holds the head of the reindeer with his left hand, and with the knife in his right hand he is ready for battle. He hews to the right and to the left, and one dog after the other runs away howling with wounds in his skin or even in his flesh. The matter continues in this manner until the number of animals becomes so small that they dare not approach their would-be victim, when the reindeer are released. In less than a second they rise to their feet again, the Lapp leaps into his sled, and only a cloud of snow tells the remaining enemies in which direction the intended victim has gone. In case he is pursued, the process is repeated until all the foes, howling or limping, have become unfit for any further pursuit. Our Lapps tell me that if only one man meets a dozen strong Eskimo dogs that have not before seen a reindeer, he will need all his strength and skill to defend a couple of animals.

With a little care and good sense on the part of the herders there is no danger whatever in regard to reindeer thriving and increasing in Alaska; for, in places where the herds are kept, the dogs soon become accustomed to the sight of the reindeer and will not molest them.

In connection with provisions, we took only nine barrels of salted corned beef with us from San Francisco to be used by the Lapps, but as two more families than expected remained with us at this station, the supply of meat was too small; and to mend this, three reindeer were killed just before Christmas, and the meat was divided and distributed, together with the corned beef, among the Lapps. One reindeer was also killed to divide among the apprentices. One animal was taken and killed by the superintendent, an account of which will be made this summer. An account will also be made of a reindeer that had a little blemish and was sold to the Lapps for food; thus, the number of reindeer killed for food was 6, and all these were males.

If it be true, as reported by whalers, that the provisions for the station will arrive this year by the same brig (*W. H. Meyer*), it will doubtless be long before it gets here, in which case it will be necessary to kill more reindeer for food, as we have no meat left from last year's supply for the July distribution, which takes place the 4th of July.

In accordance with your instructions that the tongues of the animals killed should be prepared for market, the tongues of the 5 reindeer killed were smoked; but the tongues of the 6 that died, or were sick and killed, were not prepared in this way, but together with the rest of the meat, they were appropriated to the stomachs of the apprentices, in which market there is always a large demand for such things.



LAPPS AT TELLER REINDEER STATION, ALASKA.

Photograph by William Hamilton.

The antlers which have been shed have been collected, and await the arrival of the apparatus for making glue. The herd has constantly been in excellent condition, and at this writing the new antlers are from 12 to 20 inches long, the best possible evidence of thrift.

It may be stated here that, taking all the circumstances into consideration, the wintering of the herd and particularly the increase have been entirely successful.

HERDERS AND APPRENTICES.

As you doubtless observed during your visit here last fall, our Lapp herders did not receive the warmest welcome from the people who are supposed to have influence among the Eskimos. It may be stated that the importation of Lapps was the most sensible measure that could have been adopted in connection with the reindeer enterprise in Alaska, for in this, as in all other things, a good beginning must be made if the end is to be good. The necessity of importing Lapps and the improvements thereby secured will be plain to you and to anyone who will take the trouble to read this report. The dissatisfaction was expressed and shown distinctly on every occasion. It was soon learned that the dissatisfaction and the variety of stories concerning the Lapps had spread among the Eskimos. This fact was plain, from many expressions made by the apprentices. It became necessary to make it clear, both to the apprentices and to the other Eskimos, that the Lapps were an intelligent and skilled people, both as regards taking care of reindeer and as to other things.

There was some anxiety on account of these strange relations which had sprung up without any cause whatever, and I was uncertain as to what it might lead to in the long run. Good relations between the herders and the apprentices was of paramount importance in securing a good result, and such a good understanding had to be brought about even if one of the sides had to make some sacrifice. When the Lapps had become informed in regard to the cause of this strange relation and its want of respect for them as if they were incapable and useless, it was made clear to them that the only way to gain the respect of the Eskimos was to demonstrate their superiority in fact, and they lost no opportunity of showing these people how superior they were in every respect. I am glad to be able to report that the relations very rapidly improved, particularly between the Lapps and apprentices, and the feelings between them have grown better day by day. The apprentices, at least most of them, have long since discovered their inferiority and seen how much they have to learn from these people. We have now reached a point where no apprentice undertakes to do anything before he has consulted one of the Lapps, so far as the languages make it possible.

The relations between the Lapps and outsiders are also pleasant, for the Lapps have often given valuable assistance and pointed out how

this thing or that ought to be done. They have undertaken to treat the natives as grown people treat children, and nobody will this year succeed in filling the heads of the Eskimos with stories about the Lapps, and the only outsiders among the Eskimos who still believe themselves to be superior to all others, not only to the Lapps, are the people from Cape Prince of Wales who occasionally have to come here with their seal skins and other things to exchange them for ammunition and provisions. They show by their conduct that they regard themselves as superior, but the only thing in which they are regarded as being superior and in which they actually excel all others is begging. They have studied completely the various kinds of beggars' tricks, and practice them both orally and in writing. The Lapps have occasionally been deceived by the lamentations and tricks of these people, but their dishonesty has usually been detected, and when the dishonesty has been discovered, then neither the Lapps nor the rest of us understand a word they say, this being the best way of getting rid of them. Usually they have received something to eat, and their hypocrisy has been used as the source of amusement.

I am very happy to say that the Lapps have hitherto conducted themselves most excellently, and have submitted with alacrity to the rules and regulations made for them, rules and regulations which they have never had to submit to heretofore. The only thing with which they have expressed any dissatisfaction is that they have not received as much reindeer meat as they would like.

The Lapps have certainly done everything that they possibly could, not only in taking care of but also in instructing the apprentices. So far as the language has permitted, they have always been willing to explain why this thing or that had to be done in this way or that way, and why things should be done at a certain time. This applied both to herding, to milking, to driving, to training, to the making of sleds, harnesses, saddles, skees, cheese, tanning and the preparation of skins, and to the proper use of reindeer hair, antlers, etc. When we arrived at the station it was assumed, both by the Eskimos and by the white men at the station, that reindeer skins could not be tanned or prepared so as to be made waterproof, and that people would always have to depend upon the seal for their waterproof boots. The opposite has now been demonstrated so many times by the Lapps, they having shown how completely dry their feet were after standing in water above their knees for hours at a time, that the Eskimos now see that the seal can be spared from this use, since there are a sufficient number of reindeer skins to take their place.

When you left us last fall we had the following apprentices at the station: Moses (an Indian), Martin Jacobson, Tatpan (Herbert), Akweet koon, Soo wa wha sie, Antisarlook (Charlie), Kum muk, Sekeog look, Oo kwood let, To oo tuk, Ohlook, Alektoona, Wok sock (Eskimos).

Of these thirteen apprentices three were married and had their

families with them at the station. At this writing we have only nine of the above thirteen, four of them having left us. Two of these were discharged, as they were utterly unfit for herding. They took no interest whatever in it and had no desire for it, and had not come to the station for the purpose of being herders, but had come only to stop there for a year, and having received a good living and been supplied with good warm clothes and earned a couple of animals, then to sell these and get back to their homes, warm, well fed, and with a little fortune, say $20 to $70 in personal property, which they then would sell to other Eskimos, and in this manner live another year without work. From their standpoint, this may be regarded as a successful enterprise. The two thus discharged were Oo kwood let and Soo wa wha sie. I presume there are a couple of other apprentices who have come here with the same purpose in view, but they do not talk the way the others did. These ought probably to be sent away, but this has not hitherto been done for reasons that will appear when I come to discuss the qualifications of the herders individually.

It was thought best to have the apprentices remain with the herd; that is to say, they ought to remain in camp where the herd is pasturing, be it near or far from the station. They ought not to have the station as their headquarters and go out once or twice a week to look after their watch, in which case they would look upon their work as herders as a secondary matter, while it ought to be uppermost in their thoughts. Then they would never become habituated to living in camps and moving, a matter which is absolutely necessary for every reindeer herder.

Nomadic and camp life both summer and winter must become such a habit that it can not be abandoned without sorrow, before anyone can be said to be entirely familiar with, and thoroughly trained in, herding reindeer. Any person who desires to become the owner of reindeer must first become a nomad. In order to begin to harden and accustom our apprentices to this sort of life, they were sent into camp with the herd immediately after I took charge of the station and since that time they have been kept in tents continually, even during the pretty severe weather in winter. They would take turns at coming to the station every Saturday, but would be sent out again the following Monday with the necessary provisions.

My instructions were that the apprentices and herders should be divided into two groups, of which each group should be kept near the herd for four months at a time. In this a little change has been made, as four months would be a rather long season for the first time. Nor would this divide equally the seasons of the year. I therefore let the apprentices stay out four weeks at a time and the herders three months. At this writing, we have advanced so far that a few of the apprentices have begun to take an interest in the herd and in camp life. They like better to be out with the reindeer than to stay at the station. Others, on the other hand, can not be made to understand that in order

to become good herders they must first become nomads and take an interest in handling, watching, and being among the animals all the time. They also appear not to understand that when an order is given to them to remain in camp for a certain length of time, the intention is that they must not run away from the herd every other day to see what is being done at the station. It has been necessary to administer many a disagreeable reprimand on account of the violation of this order. On the other hand, it must be stated that it has been very difficult for the apprentices to obey our rules, since they were so accustomed to look upon the station as their headquarters.

To keep them in camp various means have been resorted to, but without any other result than that they would return to the station and have to be sent back again. We, of course, refused to give them food when they came from the camp. My last resort was to set them to doing hard work when they came to the station, and as they have a dread for this sort of punishment they usually dropped the work quickly and ran back to the camp. Sometimes they run away to some Eskimo village instead of going to the herd. They may stop for a day or two in the village and spend a day with the herd, and then come back to the station with an artega, "a coat," a boot, mitten, or sock torn, as an excuse for leaving the herd.

On reading this you may probably say, "Send them off," and this I have thought of doing, but as their time has so nearly expired, and as they have been kept thus far and by my predecessors, it seemed to me that they might be tolerated a few months longer. It is unfortunately a fact that the apprentices here mentioned are chiefly such as have come from some mission station and there have obtained their taste for warm rooms.

I do not say this with a view of finding the least fault with the mission stations or with the work of the missionaries among the Eskimos. On the contrary, the missionaries surely, here as elsewhere among heathens, do all in their power to civilize these people and to win them away from dirt and ignorance. And it is not the fault of the missionaries that the Eskimo boys ignorantly make up their own minds about matters, especially before they have been at a station long enough to be able to form a higher estimate of life. The apprentices who are taken directly from the Eskimo population, and from the Eskimo hut, are far better, for they understand that they are better off both for the present and for the future if they take hold earnestly and do their best to become good reindeer herders. Although this is a matter which I shall discuss more fully later on, I take the liberty of calling your attention to it here in connection with the employment of new apprentices.

Hitherto it has appeared that the married men—that is, those who have families here—are the most reliable, and they seem to have some idea of the responsibility in regard to what they do, and at the same time they are the cheapest for the station, inasmuch as the additional food required by the wives and children is compensated for by their

requiring less clothing. The women look after and mend the clothes, not only of their husbands and children, but also of the other apprentices, and prepare their food.

I shall now mention in detail and make a few remarks on the qualifications of each apprentice separately, and I shall present them in the same order as that given in the above list:

Moses. He is the boy that came from St. James mission, on Yukon River, in 1893, and who was not accepted as an apprentice by the then superintendent, Miner W. Bruce. Mr. Bruce very properly refused to accept him on account of the boy's peculiar character, but he was accepted by the superintendent, W. T. Lopp, which probably was a mistake. It was thought best last fall to let the boy go at once, and so Capt. M. A. Healy was asked to be kind enough to take the boy to St. Michael, the boy stating that he could get home from that place at any time, but Captain Healy declined taking him, although the boy had spent the winter at the station and proved himself a great annoyance to everybody. He could not be sent away in the dead of the winter, as he was far away from his home and could not get to it in the winter season, nor could he be turned out among the Eskimo, who do not feel friendly toward the Indian. A letter was sent to Mr. W. T. Lopp, the present manager of the mission station and of the herd at Cape Prince of Wales, asking whether he would take Moses and keep him with his herd, as it was supposed Mr. W. T. Lopp was fond of the boy and had favored him above others at this station a year ago, but Mr. Lopp refused to receive the boy, and it only remains to be said that he will be discharged and sent home the first opportunity, and the reasons for the discharge have been stated in a letter already written to the St. James mission, being as follows:

> He is too expensive for the station, too smart for the people, too dudish for the other apprentices, too rough for the children, and too lazy to become a herder.

Martin Jacobson came to the station in January, 1894, from the Swedish mission station in Unalakalit, and is much easier to get along with than Moses, but he takes no interest whatever in his work with the reindeer. He is pretty clumsy in all that he attempts to do and thinks himself too smart to obey orders and to begin work as a herder, but I think he has a sound judgment and that he has a liking for work in the school.

Tatpan (Herbert) came the same time as Martin Jacobson and his home is in Golovin Bay or Unalaklik. According to a letter he brought with him he was sent here on the recommendation of Capt. M. A. Healy and has now left the station, being at this time one of Antisarlook's herders, while his two reindeer are still in our herd and will be sent with the herd that goes to Golovin Bay, where Tatpan will continue as herder. His qualifications for becoming a herder were fairly good and it may be presumed that some time in the future he will be able to take charge of his own herd.

Akweet koon came here at the same time with the last two, and belongs to Golovin Bay. He is well qualified for his work, but has to be watched constantly. He is industrious when he is observed, and he seems to like to drive and train the animals, which is a good indication. But if it had not been decided to send a herd to his home, both he and Martin would have been discharged before this, and better-qualified persons secured in their places.

Soo wa wha sie presumably came in the autumn of 1893 from Nome. His qualifications seem to fit him better to become a great doctor in this region rather than a herder. The Eskimos say that he was born to be a doctor, as they know from certain marks on him. This is probably the reason why he did not take much interest in the life of a herder, and so he was discharged and sent home after he had been found guilty of a few small thefts.

Antisarlook (Charlie), from Point Rodney. I do not know at what time he came to the station. On my arrival at the station he was quite ill and puny, and hence I could not set him at any hard work. He was soon to take a herd of his own, and he needed all the strength he could gather before taking charge of his own herd. He had good qualifications as a herder, and a fuller report of him will be given in connection with his own herd.

Kum muk. I do not know how long he has been at the station, but he probably was appointed an apprentice at the time when Mr. W. T. Lopp assumed charge. He had been sent here from the mission station in Cape Prince of Wales, and would have gone back to the same station together with the other apprentices last fall, when Mr. Lopp appointed him to remain here through the winter in order that he might have an opportunity to see how the Lapps take care of the reindeer. He is married and has two children. He is reliable and gives entire satisfaction in every respect. He is as well qualified as anyone found among the Eskimos. With the reindeer he has already acquired, he will be sent back to the mission station to continue his life as a herder there, his two-year term as an apprentice having expired.

Sekeog look, from Synok. In 1893–94, he worked as an apprentice by the month, but this system of keeping apprentices was not in correspondence with the purpose of the school for herders here, and, desiring the change himself, he was, last fall, accepted as an apprentice on the usual terms; that is to say, he was to receive reindeer as his compensation. He is about 26 years of age, and is one of the few boys who are found to be reliable and satisfactory. He has excellent qualifications for becoming a herder, but takes very little interest in driving, taming, etc. The chief thing is to be a reliable and competent herder, and this he will certainly become. He is industrious, willing, always obedient, and executes every order promptly.

Oo kwood let, from Port Clarence. When we arrived he was a boy scarcely 14 years old and in poor health. On the 11th of October, hav-

ing earned his two reindeer, he was sent home. His object in coming to the station was the same as that of Soo wa wha sie—to wit, to get a good living for a while. Considering that he was so young, this might be expected.

Taoo tuk, from Poleyrook, apparently was received here in the autumn of 1893. Judging from the number of reindeer which he is said to own in the herd, I take him to be a brother of Oo kwood let; and for this I have good reasons, for they resemble each other very much in looks, while in all other respects they are very different. He was not married when I arrived at the station, but in the course of the winter he married Nab sok ka. The matrimonial knot was tied by Rev. T. L. Brevig. Ta oo tuk is an excellent huntsman, but doubtful timber for herdsman. Then there are a number of little things concerning him which I have not mentioned in this report. I have not yet decided what to do with him. His apprenticeship expires next autumn, and it will then be determined what it will be best for him to do in the future.

Ahlook, from Point Hope, was left here by you as an apprentice the 20th of August, 1894, to take the two years' course in herding. He has proved himself a worthy young man, and has already exhibited great interest in the care of the reindeer, and he is reliable in the performance of his duties as a herder. His choice was a happy one, and there can be no doubt as to the propriety of permitting him to take charge of a small herd, particularly if there could be somebody with him to look after business matters, or, in other words, to see to it that everything was done in the right season. Ahlook seems to take no note of the time, particularly when he is with the herd. He hardly remembers when it is time to eat, a thing never forgotten by any of the other boys at the station. Of all the apprentices he and Sekeog look are the very best and most reliable herders, and if he has to chase around the herd some foggy night until daybreak he does not look upon this as much trouble, providing he succeeds in having all his reindeer safe in the morning when the time comes to change the watch.

E lek too na, who was brought here by yourself on the same day with Ahlook, is also from Point Hope, but his selection can not be said to have been a happy one, and he has been kept on the to-be-sent-home list all winter. He has made some improvement lately, and just now his name has been taken off the list.

Wok Sock, from Goweerook, was received as an apprentice last fall after I arrived. He is married and has three children. His qualifications for the work of a herder are good, and if he continues doing as well as he has begun he will certainly become an excellent, intelligent herder, in whose hands a herd in the future will surely thrive and make progress. He is reliable, always active, never evasive, never runs away from any order given him, but he does everything exactly as he is told, and seems never to be entirely satisfied himself with his work. He is the only one who reports and asks for new work when

his task is done. He has a great deal of common sense. He and Kum Muk have at times kept the watch without any herders, and everything has been satisfactory, even during the season when the fawns are dropped.

This description of the qualifications of the apprentices will be of some use to them when they find out that their conduct and their industry is mentioned outside of the station, but to what extent it will be useful to me is somewhat doubtful. I am obliged to tell the naked truth, and that is sometimes hard to hear, both for the Eskimos and for others. The following ration list will exhibit to you how our people have been treated. The list here given has been followed throughout the year, excepting as to the potatoes, which froze and became useless.

Ration list for herders and apprentices at Teller Reindeer Station, Port Clarence, 1894–95.

[Four weeks' ration.]

Name and number in family.	Flour.	Butter.	Meat.	Rice.	Peas or beans.	Potatoes.	Soap.	Molasses.	Matches.	Navy bread.	Coffee.	Sugar.	Tea.
Johan Spimsen Tornensis, wife, and one child	*Lbs.* 60	*Lbs.* 9	*Lbs.* 40	*Lbs.* 5	*Lbs.* 5	*Lbs.* 40	*Lbs.* 1	*Qts.* 2	*Boxes.* 10	*Pcs.* 50	*Lbs.*	*Lbs.*	*Lbs.* .....
Mikkel T. Nakkild and wife	60	8	40	5	4	40	1	2	10	60	.....	.....	.....
Samuel T. Kemi, wife, and one child	60	8	40	5	5	40	1	2	8	60	.....	.....	.....
Aslak L. Loneby, wife, and one child	65	9	45	5½	5½	40	1¾	2	8	60	.....	.....	.....
Mathis A. Eira, wife, and one child	65	9	45	6	6	40	1¼	2	8	60	.....	.....	.....
Per. A. Rist	30	4	20	2½	2½	20	½	1	10	30	.....	.....	.....
Frederik Larsen	30	4	20	2½	2½	20	½	1	5	30	2	2	⅓

REMARKS.—They are furnished all the fish they want. The navy bread is given when they come from camp on Sundays to go to church and bring no food with them. If no rice is to be had they are given rolled oats instead.

For Eskimo apprentices and their wives and children at Teller Reindeer Station, Port Clarence.

[One week's ration. Two children get one ration.]

Flour	pounds	6
Navy bread	pieces	40
Tea	package	¼
Molasses	quart	¼
Beans	pounds	3
Rice	do	2
Soap	do	¼
Corn meal	do	2
Matches	boxes	2
Meat or pork	pounds	4

REMARKS.—They are given all the fish and seal oil they want. Beans given one week and rice the next week. Seal meat is not weighed, as they get all they want during the season. Tobacco is earned by those who work overtime, after January 1, 1895. One-sixth pound of tobacco given a week until January 1, 1895.

It was thought best to give a certain ration on a fixed time, so as not to have the disagreeable disappointment of finding that the supply of provisions had given out in the middle of the winter. With this in view, a quantity of the various kinds of provisions was calculated and

a list made out accordingly. It was found in going through the supplies that some things were not sufficient to last through the year, consequently such things, as you will notice, were distributed only every other week. On alternate weeks another kind of provisions was given out instead. In this way, and by using all the fish the people could eat, and by bringing some provisions from Golovin Bay, our limited supply proved sufficient. I think it must be admitted that the rations actually given out satisfied the people.

Both the herders and the apprentices have been well and warmly clad, so that they could be out of doors at any time and in all kinds of weather without suffering. The kind and quality of clothing you will find under the account of each individual and also the cost of the same. I find in your instructions that all the apprentices were to receive the same amount, so that no one might get more than his share, but I have not been able to live up to this, since one man sometimes absolutely needs what is not required by another. Hence I find it much better to let each one have what clothing he actually needs without giving the same article to others who did not need it, but no great difference on the average will be found in the treatment of the different individuals.

THE HERDERS' DOGS.

As heretofore stated, we brought with us from Lapland 10 trained dogs, 5 pairs. Only 9 of these reached the United States and only 8 of them San Francisco. On the other hand, the number was filled on our arrival at Port Clarence, 2 pups having been born on the way. One of these pups was given to Captain Holland, so that we had 9 when we landed at the station. It was difficult to tell who was the most pleased, the Lapps or the dogs, at once more setting foot on solid earth and at seeing reindeer. But if the running and barking are to be taken as evidence, the dogs appeared to have had the greatest pleasure. The fact that the dogs were happy was also noticed by the herd when it, after being imprisoned for months, was set at liberty and ran by the side of their enemies. The reindeer here never before having been watched with dogs were quite unmanageable in the beginning, as they also looked upon these dogs as their foes, against whom it was necessary to defend themselves. For this reason the dogs had all they could do to save their skins, and there was many a race between a reindeer and a dog, the dog in front and the reindeer trying to get near enough to use its antlers on his enemy, but these races always ended by the reindeer becoming weary of the pursuit. The deer thought it had put the enemy out of harm's way, but no sooner had it turned before the dog again was at its heels, and now the race was inverted, the deer being chased by the dog.

This experiment was repeated again and again hundreds of times until the dog became too weary to do any more work, but there was always a new lot of dogs to send out and take the place of the exhausted

ones, so that the reindeer finally had to yield and submit patiently to the barks of the dogs. At first the herd could not be driven in any given direction with the dog. All the dogs could do was to keep the herd together. The apprentices seemed well pleased with these dogs and apparently liked them much better than they liked the Lapps. Being asked how they liked the Lapps after having been with them on watch the first night, they answered that they liked the dogs very well, as they now did the running in place of themselves. Now the apprentices are unwilling to get the herd without a dog, as the dogs have perfect control of the herd, a result gained after two months' barking. The herd can now be driven in any direction desired, straight or in a circle.

It has given us much trouble to keep the blood of these dogs pure from mixture, as there is an endless number of dogs and races of dogs in this region. So far we have had complete success. The only mixture that has taken place is with a Scotch collie she dog brought by you. The offspring of these two breeds of dogs promise well. There are now two of these bastards being trained with the herd, and they appear to be very peaceable and careful with the animals. Only one of the collies brought here is kept at the station. The others, together with the half-breed collie and Eskimo dogs, were intended to be killed; but when Mr. W. T. Lopp wanted them they were all sent to him—that is, to Cape Prince of Wales. The females of these were sent back to the station in the course of the winter to be paired with the Lapp dogs, and in due time they were returned to Mr. W. T. Lopp, who now has a sufficient number of dogs of the right kind with his herd. One pair of the Lapp pups were sent to Antisarlook's herd and one pair are now being trained to go with the first herd to be sent away. In addition to this, we still have a few pups that will be given to the apprentices, and we will continue in this manner until everybody is supplied. But it is doubtful whether the apprentices and the other station will be able to keep these dogs from becoming wolves by getting mixed with the Eskimo dogs, for the ability to do herding is lost by this kind of mixture. The offspring become carniverous and not herding dogs. This is to be proven by the half-breed collies and Eskimo dogs that were here, but there will always be an opportunity of getting full-blooded dogs from this station as long as we have full-blooded stock.

SLED DOGS.

We could find no use for these on our arrival here, and consequently decided to sell them, but partly on account of the assurance of the people here who were acquainted with the character of our winters, it was presumed that we might find these dogs useful in the course of the winter, and so we kept four of them until the time came when they might be needed. Meanwhile, as the winter passed and no occasion was found on which the reindeer could not be used, the sled dogs,



TRAVELING WITH REINDEER.

By Tappan Adney. Published by the courtesy of "Our Animal Friends."

together with some other things, were given to Antisarlook as a starting outfit in life. In the course of the winter and spring we found no use for the dogs. All our work could be done by the aid of the reindeer. In May and the first half of June, when we had the best roads for hauling lumber and fuel, dogs could not be used on account of the icy crust of snow, which was too sharp for the dogs' feet, cutting them to the quick, so that they could not walk, much less haul loads.

The only time when dogs can be made useful at the station is in the summer, and the only use they can be put to is to haul rafts of lumber along the shore. For this purpose we have now procured six dogs. These will be sold in the autumn, as we have no use for the dogs during the winter. Dogs bring a higher price in the fall than in the spring, so that we get the work done during the summer for nothing.

No progress has been made in regard to harnesses; that is to say, we have used the same kind as are used in Lapland, which is an improvement of more than 500 per cent on Siberian harnesses heretofore used by this station. This harness is perfectly satisfactory for common use. Until we get new and hitherto unknown ways of training reindeer, any change in the harness is not necessary, nor have we had much time to think of this matter. When you emphasized improvement of the harnesses in your instructions you doubtless were not acquainted with the appearance and excellence of the harnesses now in use at the station, but had in your mind the Siberian harnesses. It would be of but little use to describe the Lappish harnesses; they must be seen and used in order to be appreciated. I may state briefly that they are very much like the shoulder harness used on horses. Of course allowance is made for the restlessness of the reindeer, which keeps jumping up and to the side much more than a horse. In the case of the horse harness the principal weight is put upon the brace and lower part of the shoulder, while in this harness the principal weight rests on the upper part of the shoulder and on the neck, where the reindeer have their strength, like oxen, and while training and partly while driving we have employed tugs like those used in driving horses. The only change made in the manner of driving is that two animals are placed side by side drawing the same sled. The country and the absence of trees here permit this kind of driving. In Lapland this is not possible, but the reindeer has been hitched in the American and not in the Siberian fashion.

According to the Siberian fashion of hitching the reindeer to the sled, one animal is placed about 1 foot in front of the other, and the harness is worn in such a manner that the animal draws with only one shoulder, which makes it run with its side instead of its head in front. We hitch the deer by means of two equally long tugs fastened to a whippletree at the front of the sled. Then there is a strap 18 inches long fastened to the halters of both the animals. This keeps the animals side by side and makes them draw with both shoulders and the neck,

and makes them run with the head and not with the side in front. Our harnesses have also been examined, discussed, and tried by the other white people in Alaska, and all agree in regard to their excellence. I do not know whether our pattern of harnesses has been used at Cape Prince of Wales, but two sets of harnesses have been made for our apprentices and sent up there. It is probable that the Siberian harnesses improved by Mr. W. T. Lopp are used there, as everybody is inclined to like his own patent best. Antisarlook used the harnesses made at this station, and he received two sets on his departure. He says: "It is plenty good; Siberian not good."

David Johnson, instructor at the mission school in Unalaklik, who last winter made a missionary journey along the coast up to Cape Prince of Wales, on which journey he also paid us a visit, has tested various harnesses used in training and driving oxen, and on the 19th of April, 1895, he wrote me as follows:

> Since I came home I have been busy training the bulls. I had Laplanders' harnesses made for them. I drive them with double lines, but single traces. Tried the yoke and the old Laplander harness, but found the one that is in use now worked best.

As Mr. David Johnson is well acquainted with all the ways of driving in America, both with oxen and with horses, and is familiar with all the different kinds of harnesses, and doubtless has tested all, he finds that the Lapland reindeer harnesses are the best also for oxen—a matter in which I entirely agree with him. I think it would therefore be a good thing if some American farmers, in localities where oxen are extensively used, would try this kind of harness, and I have no doubt that it would produce a great revolution and improvement in the manner of driving oxen in America. Of this I have not the slightest doubt. The Lapland harness is certainly better than the yoke or any other kind of harness, both for animals and for driver. It is not claimed that we know more about driving than people do in America, but it should be remembered that the people who have reached this result with harnesses are a nation who for hundreds of years have had to depend upon draft animals resembling oxen, and as a consequence they have made many improvements. The harnesses were tested for years before they were finally adopted, and the result has been the adoption of the harnesses now in use.

Looking at the matter from this standpoint, it is fair to presume that an improvement would come from such a nation if it is to come at all. In America all the attention has been concentrated on improving the harnesses of horses, and the results have been highly satisfactory, while it is doubtless true that the harness of oxen, particularly in later years, has not received the attention to which it is entitled. The harness of oxen ought to be considered so long as this animal has to do the main work in clearing the land. From the work list, which I send you, you will be able to see how both the herders and the apprentices have been employed during the year. In order that the various kinds of work

and instruction might be somewhat equitably divided, it was thought best to keep an account, made up every month, and followed through the week. At the end of the week it would be added up so as to show how many animals each man had lassoed and milked; how many miles each one had driven.

From the list it will appear that some of the Lapps have been kept at the station more than others. The reason for this was that these were best qualified for various kinds of work—that is, for making harness as well as for making sleds and for preparing materials for building, for tanning and preparing skins, for driving and training animals, etc. For training animals, Mikkel Josefsen Nakkila and Johan Speinsen Tornensis are the most competent, not only in Port Clarence, Alaska, but also in Kontokeino, Lapland. Hundreds of reindeer have been left with them by the other Lapps to be trained, the owners being less skilled in this branch of reindeer industry. In Lapland it is customary to give the one who trains the reindeer the free use of it for one year—no small consideration, as they there have an opportunity of carrying passengers and transporting goods at so much per mile—a very profitable business. From this it may be seen how important it is considered to have the sled deer well trained, in order to get the best results from the capacity of the animal to do work.

The Lapps who have been kept with the herd most of the time have several strong points in herding, in being careful and attentive to its wants, and among them I must mention Per Aslaksen Rist. He is regarded as the most reliable and careful man for herding reindeer. Such also was his reputation in Lapland, where he was intrusted with local offices, being a member of the board of supervisors and member of the court of consent. He is also the best of our herders and a man who in Lapland always owned his own and still owns a herd of 1,150 reindeer. It seems that his statements and views in regard to the moving of the herd, in regard to the quality of the pastures, and in regard to matters in general are law to the other herders and to the apprentices. They never contradicted him in such things, but quietly recognized his superiority in this field. To this must be added his great talent for managing a number of subordinates, a quality which he has acquired by many years practice in Lapland.

As I have heretofore informed you, this man did not come simply for the purpose of adding a few dollars to those which he already owns, but also for the purpose of making observations in regard to the Alaskan reindeer enterprise and to get acquainted with the climate and other conditions. If it should become necessary for some of the Laplanders to emigrate from Lapland, it will doubtless rest with him to decide whether or not the emigrants are to go to Alaska.

The other Laplanders, to wit, Aslak Larsen Somby, Samuel Kemi, and Mathis Eira, are also excellent herders. Aslak Larsen Somby and Mathis Eira are also thoroughly schooled in fishing, so that both the

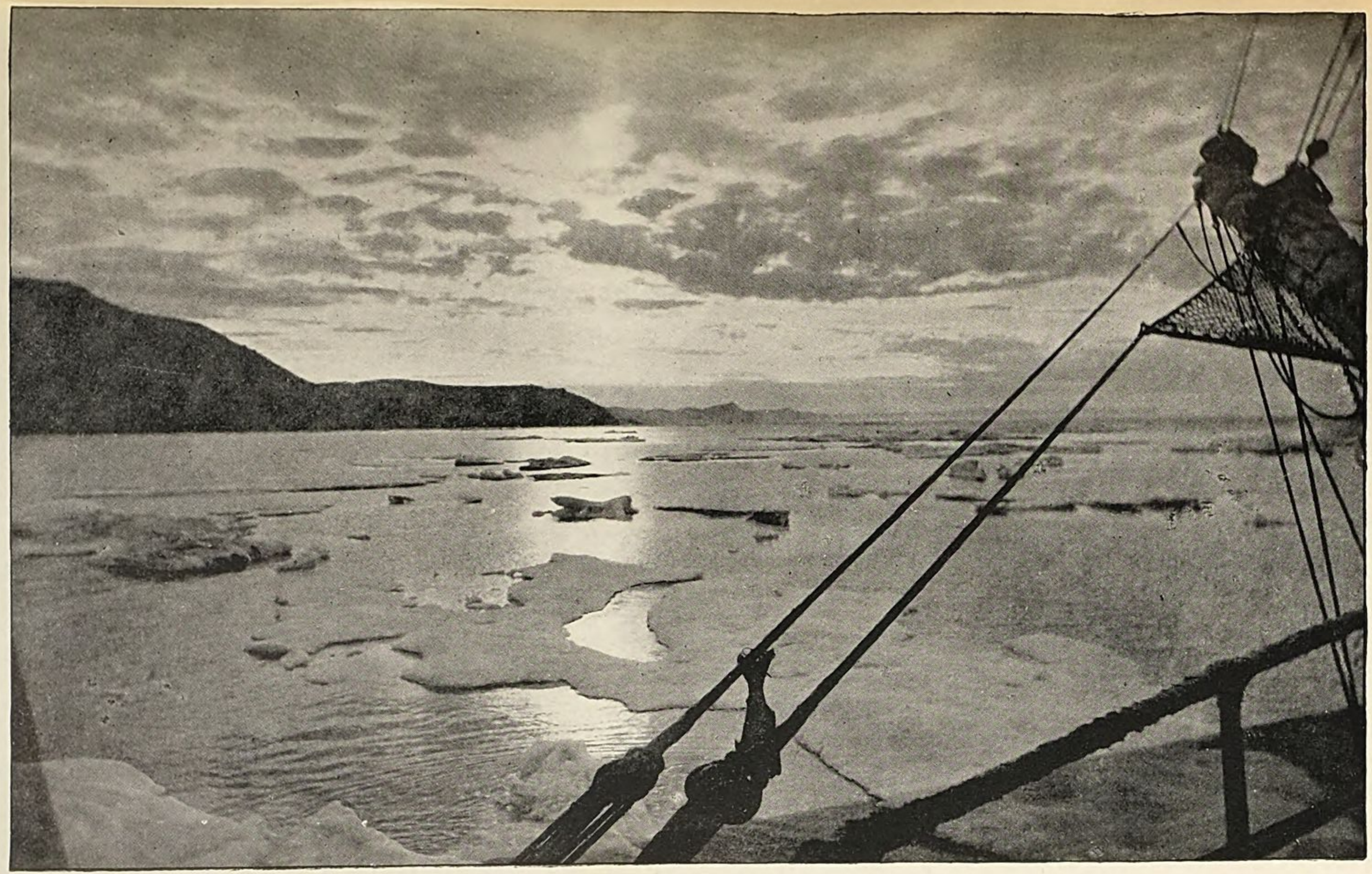
apprentices and the other Eskimos have the opportunity of learning many new and better ways and methods of catching fish.

In addition to the people named in the list of workmen, the writer has also taken part in making sleds, harness, and in building. I also built an ice boat which drifted out of the harbor on the ice last November. It has been reported that the boat was found by the Eskimos a few days later and was stripped of the sails and iron without sending any information in regard to the discovery. Everything was stolen and a settlement will be made with the thieves as soon as they are caught. I have also made a boat 20 feet long used in fishing, and T. L. Kjellman is at present engaged in building a small boat.

My spare time has been devoted to tanning hides and skins and to a thousand and one different things, so that my time has been too short, even during these long summer days.

It has been said that the Eskimos lose their respect for laboring white men. My view of this matter is different. In the first place, the Eskimos would be apt to continue the work in their own awkward manner and never really acquire any of the easier methods of civilization, unless they see good work done. The result of this is that they never will become able to support themselves in any other manner than they do now. That is to say, they will make no progress excepting in reading, an acquisition which they do not value very highly when their stomachs are empty and require more fish. In the next place, I believe that respect is more easily maintained even if the superintendent works from morning to night. The fact that he labors and constantly keeps himself employed, doing something or other, gives a valuable example to those about him. The industry of the superintendent makes the Eskimos understand that a living is the reward of labor, and that it is not birth or color of the skin which makes a man, but his work and his conduct. We have secured all the respect that can fairly be demanded of uncivilized men, and no order has ever been directly neglected, though there may have been some indirect evasions, but I think the most of them have learned by this time that it is useless to try to disobey an order directly or indirectly. The Eskimos have also been convinced that it is best to be obedient and do what is asked of them, and they have often thought that no more is required of them than they can easily perform. With a few exceptions, their conduct has been entirely satisfactory, and matters are progressing without any serious jars.

The result of catching seals has not amounted to much, and I doubt whether a continuance of it will pay. On the 12th of October six of our apprentices were sent out to Point Spencer, where the catching of seals had then begun. They were well equipped with good rifles and ammunition, with other implements, and with provisions for two weeks and equipments superior to those possessed by any chief for the same purpose. On the 26th of the same month they returned with 5 seals,



ARCTIC SUNSET, SIBERIA.
Photograph by William Hamilton.

which was the result of two weeks' work by those men well equipped. For the killing of these 5 seals they had used 175 cartridges. When we add to this the provisions and the ammunition for a shotgun, these 5 seals become pretty dear. From the list of purchases it will be seen that the 5 seals could have been bought for about $4.

On the 31st of the same month I equipped and sent out a new company consisting of five others of our apprentices, but these had to return by land on the 2d of November on account of unfavorable conditions of the ice. The whole bay was filled with ice so that they could not get to Point Spencer. After the ice had become sufficiently solid expeditions would be made now and then to the edge of the ice about 10 or 12 miles from the land, and the result of all these expeditions was the capture of 2 seals. In the middle of February, when the winter sealing takes place near Polayrook, between Cape Prince of Wales and our station, I sent out an expedition consisting of three of our best sealers. This expedition was gone five weeks, during which time they got just one seal, and this one they had eaten before they came home. On their return they informed me that 150 cartridges which they had used in killing this one seal had not been used for this purpose, but had been given to the father and brother of the apprentices. Once more, later, I tried to send a man out, but he had no better luck than the others, and after an absence of two weeks he returned without any seal. In June our apprentices shot 4 seals near the station.

The fishing did not amount to very much last fall, for we arrived here too late. The salmon fishing had already ended, nor did we bring any suitable fishing tackle, and none such was to be found at the station. Still we made a few salmon seines and with them we caught enough for our daily use. The Eskimo apprentices had no way of securing fish and had to get their daily wants supplied from fish caught by the Lapps. Later in the fall a selection from all the different nationalities were sent up to the lakes, and they brought back some tomcod and some herring, and of the herring enough was salted to supply the wants of the Lapps during the winter.

In the course of the winter three different kinds of seines were made which will be used for catching fish this summer, and I think that a winter supply of fish will be secured. This will involve a great saving, since meat and fish are very expensive. One of these seines has lately been used. The ice drifted from one side to the other, leaving an open body of water. The ice may be said to have been gone since the 27th of June. With this seine we have caught a considerable amount of tomcod, not only enough to keep our Eskimos constantly employed in dressing and drying them, but also enough to give the other Eskimo families, who have their tents here on the seashore, all they want; and so the latter also have been busy hanging up fish to dry for their winter supply.

As this work of catching fish is done in the evening after working

hours, and as it does not take more than an hour at a time, we are going to continue it until we have caught all we need for our winter supply. It is not much trouble to run down to the beach and haul from 30 to 40 barrels of tomcod ashore, but for the Eskimos with their primitive implements it would require a whole summer's patient toil to secure this amount of fish. When we take into consideration that the existence of these people during the winter depends upon the amount of fish they can save in the summer, it is no wonder that they are very grateful when they receive 30 to 40 barrels of fish at a time as a present. In my recommendations I shall have something more to say about the fishing near the station.

Of visits to other herds, I have made only one, partly because it was not found necessary this year and partly for other reasons which I will mention later on.

As heretofore stated, I sent, in accordance with your instructions, a herd to Cape Prince of Wales last fall. I have not visited this herd since and know but little about it. The reason why I did not make a visit there is partly that the herd was managed by a man familiar with the care of reindeer—a white man—and also that the distance is so short, only 60 miles, and the intercourse between these two places so lively during the winter—that is to say, for Alaska—that every change and everything done at this station and with our herd is at once found out at Cape Prince of Wales, and in this way any improvements made here can be adopted there. That herd was given to the mission station unconditionally, permitting the manager there to do as he pleased with the herd, his only obligation being the making of an annual report to the Bureau of Education. I did not find this unreasonable, but it determined my action in regard to visiting that herd. In your instructions you probably intended to omit this herd so far as visiting on my part was concerned.

Antisarlook's herd was sent with a Laplander as chief manager during the moving of the herd, but it was not regarded as necessary or even desirable to have Laplanders continue to manage the herd. The object was to find out what the Eskimos could do when they were left entirely to themselves to manage and plan as they pleased. The purpose was to see what they would do when both the responsibility and the work and the profit were left to them without any interference.

The Lapp and two other apprentices returned to the station as soon as the herd and the camp had been established. There was no risk in leaving everything to the judgment of the Eskimos, as the distance between Antisarlook's herd and ours was only 30 miles and the means of communication, the dog sleds, were in constant use, so that in case anything should go wrong we could reach that herd in half a day and assume its management, but this did not become necessary.

Between the 6th of February and the 13th of March, Antisarlook's herders had no help whatever from the station; not a word of advice

in regard to the herd, and yet they had done everything to my complete satisfaction. The only thing that they had not attended to, but which they doubtless had understood, was that they kept the herd in a place that was insufficiently protected. The result was that the herd had twice been scattered during storms, but both times the reindeer had been found and brought together again. It was my object to find a good sheltered place for Charley's herd before the time came for the dropping of the fawns. After wandering about for two days, I found such a place about 20 miles farther east. We then moved the herd and the camp to this place, and one of our apprentices was taken with us from the station and placed in the camp, together with the other people. Having attended to this matter, I continued my journey eastward along the coast to Golovin Bay, partly to get acquainted with the nature of the country and find out where there were good pastures, and the condition of the snow, and to see whether the herds which were in the future to be sent to Golovin Bay and to Yukon might be driven that way, and partly for the purpose of bringing from Golovin Bay some additions to our winter supply. From Antisarlook's herd, I continued with five reindeer and three sleds. I went only a short distance each day, as the weather was stormy and much snow was drifting. Besides the reindeer were not trained, it being the first time that they were in harness. As is usually the case with untrained animals, many turns were made along the road here and there, but this gave us all a better opportunity to find out the things that we were looking for with regard to the pastures, etc.

On the 20th of March we arrived at Golovin Bay and were well received by Mr. John A. Dexter and his wife. Their kindness, together with that of Mr. and Mrs. Hultberg, the last named the teacher at the mission school there, made our stay at this place a genuine rest. We had our daily bustle with boxes, barrels, bags, fish, and unmanageable reindeer, so we had a refreshing vacation. On the 31st of March we returned to the station, after having once more visited Antisarlook's herd.

In reference to the reindeer question we learned on this journey that three places between Port Clarence and Golovin Bay are suited for wintering with reindeer. Of these Charley will have one; the second is west of Sitah, and the third near Chamo. These three winter quarters are sufficient for this distance, as there will not be pasture for more than three herds. On the other hand, there is summer pasture for thousands of reindeer. Furthermore, we found that the herds, which in the future are to be driven southward, should not be driven around along the coast, but directly across the land to Golovin Bay, as the country is not well suited for a rapid journey with a herd.

On my return home a Lapp family, to wit, Aslak L. Somby, were equipped and sent to take charge of Antisarlook's herd while the fawns were dropped. The Lapp family returned to this station on the 20th of

May, the calving time being over, and reported that eighty fawns had been born, of which only one died, it having fallen over a precipice.

There is one of the herders, Tatpan, who has been at this station one year, and who doubtless does his duty as best he can, but the other watch is said to be very poor, and, as a consequence of this, we have to send three reindeer belonging to Antisarlook's herd to pasture a few miles from our station. These three animals have been looked after a couple of times a week until our herd gets to where it can be incorporated with it. On account of the ice we are unable at present to get any information from Antisarlook; but as soon as boats can ply I shall get information in regard to the facts. In case anything should go wrong a Lapp will at once be dispatched to take charge.

From the following copy from the sick list you will be able to judge of the condition of the members at the station:

Name.	Sickness or its cause.	Reported sick.	Reported well.
Wack rock	Fever	Oct. 30, 1894	Nov. 20, 1894
Tatpan	Cold	....do	Nov. 3, 1894
Le keog look	Cut his foot	Nov. 7, 1894	Jan. 5, 1895
Nasok (woman)	Lung disease; cough	Nov. 19, 1894	Still sick.
Frederik Larsen	Frozen feet	Feb. 12, 1895	Mar. 25, 1895
Martin Larsen	Cut thigh with knife	Apr. 3, 1895	May 14, 1895
Frederik Larsen	Boil	Apr. 5, 1895	Apr. 23, 1895
Do	Blinded by sun and snow	May 3, 1895	May 12, 1895
Ta oo teek	Fever	June 10, 1895	June 23, 1895

From this list it will appear that since the 30th of October someone has been sick all the time or unfitted for work on account of some illness. It appears, however, that there has not been much sickness when we take into consideration the total number of people. I have myself been well all the time, and I have not had a single day's indisposition.

There has been one death and two births at the station. One Eskimo child and one Lapp child were born. The Eskimo child is living, while the child of the Lapp died soon after it was born and was buried in a cemetery dedicated by Rev. T. L. Brevig. In this cemetery a white man had previously been buried.

This, perhaps, is the proper place to mention that all the medicines at the station are in the charge of Rev. T. L. Brevig, the only person who possesses any knowledge of such things. In the course of the year medicines have been given to those who needed them, with indifferent results, and we are now out of the most necessary medicines. On this point you will doubtless be informed by Rev. Brevig's report in connection with his requisition for next year. The want of skilled medical help has been severely felt.

The school has been entirely in charge of Rev. T. L. Brevig, and he will make the necessary report. The library of the station has also been committed to his care, and he will inform you in regard to the books now here and also in regard to new books that may be needed.

The buildings found at the station on our arrival have changed

appearances, having been built higher and some additions have also been made. A room was constructed last fall back of the main building for a storehouse. In this all bartering with the Eskimos and the distribution of supplies take place. We have also added a private room for the superintendent and another for Rev. Brevig, and also a kitchen. The east end of the main building was arranged as a dwelling for the minister and his family. The middle part of the building has been used as a schoolroom and the east end is used by the superintendent, as was the case with my predecessor.

The snow drifted around about the house aided materially in shutting in the heat, as the house was literally buried in snow up to the rafters, so that tunnels thirty feet long had to be made, through which we went in and out. We made similar tunnels ten to fifteen feet long to each window by the aid of barrels, out of which we took the bottom and top. These barrels were placed in the upper end of these light tunnels, and through these holes, fifteen to twenty feet long, we obtained a small amount of light. Seen from a distance, the barrels look like large Krupp cannon sticking out of the snow banks, and civilized people would doubtless have taken the station for a fortification of snow supplied with very heavy cannon. Thus, in a sense, we lived under ground, a mode of life which seems to be preferred even by white men after they have spent a few years in Alaska. Wherever you go, you find men talking about building their houses under ground; that is to say, they bury themselves alive.

In the course of the year we have put up the following new buildings:

1. A house for the herders and apprentices built of lumber and thatched with straw. It is 24 feet long, 16 feet wide, and 10 feet high, has five windows and two doors. Has a wooden partition which divides the building into two rooms, one used by the Lapps, the other by the Eskimos. Then there is a loft where a part of the people sleep. This is the third house of this kind at the station.

2. A temporary carpenter shop built of lumber, thatched with walrus skins. It is 16 feet long, 14 feet wide, and 6 feet high. It has two windows and a door. In this building most of the sleds have been made. Here the boats have been built, and here also the hides and skins have been tanned.

3. A schoolhouse 33 feet long, 22 feet wide, and 10 feet high. It has six windows and a door; built of lumber, but has not as yet been thatched for want of walrus skins.

Then a blacksmith shop has been fitted up in the subterranean dwelling built by Miner W. Bruce.

This is all that we have been able to do and it is our intention to have new buildings fitted up until the lumber drifting in here has been exhausted, and the following is our future plan of building: (1) A large convenient house for the apprentices; (2) some important changes in the main buildings; (3) a larger workshop; (4) a larger storehouse;

(5) a smokehouse for smoking meat and fish; (6) a bathhouse according to the northern Russian pattern; (7) a cold storehouse underground for the preservation of game caught in the summer, and for seal meat and seal oil; (8) quarters for Eskimos that come here, so that they do not have to lodge with our apprentices, as they have had to do the past year. It is impossible to keep them out without constant watching; (9) a house for boats and implements, where such things can be kept during the winter. The boats particularly are very much damaged by standing out in the snow all winter long.

How soon the houses here mentioned will be finished I am unable to say, but we will keep on working at them until the cold weather sets in, unless we should receive instructions to the contrary from you.

The furniture belonging to the station consists of some stools, which are in the same splendid condition as when I assumed charge. The tools and other implements are in fine condition, thanks to our blacksmith and the blacksmith shop. Of the rifles and other weapons sent, one shotgun is unfit for use, and it was so utterly dilapidated on my arrival that it can not be put in order outside of a gunsmith shop, consequently I will send it to the United States next fall. You doubtless perceived last fall when you were here there was only one rifle in a condition fit to be used. My father at once began repairing, and in the course of the winter he has put all the weapons and hundreds of other implements in good order.

I seize this opportunity of mentioning some little things and events which have occurred at the station and in its vicinity. Some of these things will be mentioned in the log book, but I think it worth while to repeat them here.

The four Eskimo police appointed at this station last year I discharged upon my arrival and no new police have since been appointed. When I first heard of this system of police, I formed a favorable impression of it, but after thinking the matter over more carefully my mind was changed and the result was that I discharged the police. We need no police for our personal protection. How far the station and school ought to have a police officer is a question which I will not at this time discuss, but under all the circumstances such a police should consist of civilized men who are supposed to have some idea of right and wrong, and not barbarians utterly without any idea of these things. Furthermore, one policeman instead of four would be sufficient. One of the four policemen who last year received pay from the station shot his neighbor last winter because he had stolen five reindeer skins from him. This murder occurred only a few yards from the station. The four policemen had a compensation of 20 sacks of flour for the year. The value of these I made use of in distributing things as Christmas presents among our Eskimo neighbors. I made up packages containing a few pounds of flour, a few pounds of beans, and bread for each family in the neighborhood, and on Christmas Eve I sent for a man from each family to come and get the bundles. They went home with happy faces



VILLAGE OF EAST CAPE, SIBERIA. (BERING STRAITS.)
Photograph by J. M. Justice.

and full of gratitude. We thought best not to play Santa Claus and carry the presents to the houses with the reindeer. From the account you will see that no more was used for these Christmas presents than heretofore has been paid to the police, and I think the station was more benefited by the results of this distribution, since we gained the good will, not of four policemen, but of the whole community.

Mrs. T. L. Brevig and Mrs. Kjellmann made, under the circumstances, a very nice Christmas tree, which was visited both by the children and grown people. Some presents were given to the children, while all received bread and butter and some taffy.

Through you I take the liberty of requesting the friends of missions who send presents to Alaska to send useful things, as, for instance, small tools, of which these people are very poorly supplied. A box of toy tools will do more good, make the Eskimos more happy, and contribute more to civilizing them than one thousand picture cards, no matter how beautiful or costly they may be. A few tools for soldering and some tin and acid would be very useful, as the people here use tin cooking utensils almost exclusively.

We have had no traffic at all in liquor. The Eskimos are too poor in this vicinity to buy ready-made whisky, and if they now and then have a little sirup and sugar these things taste too nice in the mouth of the Eskimo to be changed into liquor.

Of other illegal traffic, there has been some, partly in the immediate vicinity of the station, but it has mostly been confined to primers. Traveling agents have sold a considerable quantity of these and have thereby given great pleasure to the Eskimos in the neighboring villages.

We have made quite a number of skees in the course of the winter, and after a little practice the Eskimos seemed to prefer these to their snowshoes, but it takes a little time to learn how to use the skees, which will be found exceedingly useful in these regions. The apprentices had many a fall, but many of them have made sufficient progress to be able to make good use of them. The introduction of skees among the Eskimos must be regarded as a very important step for their advancement. We had abundant evidence of this, and only a few days after the first pair of skees had been finished a large number of boys came from the neighboring villages to practice on skees made by themselves in imitation of ours.

By adopting our skees the boots of the Laps also had to be adopted—that is to say, there had to be a hook put on at the toe to keep the foot in the skees. Our apprentices used the Lap boots the whole winter, and the Eskimos became very much attached to the square Lap caps. The Eskimos have also begun imitating the Laps in greasing the leather instead of using the skins as taken from the animals. Tanning of the leather and skins, and the Lap fishing tackle, have also been adopted, and thus the Eskimos have made considerable progress.

I shall now present a few observations and recommendations. There will be a great many of them, but I will state them briefly.

In the first place, I have to discuss the situation of this station. I have already heretofore said that my first impressions were not favorable, and it has since become evident on many occasions that a better place might have been chosen not far from here. When I say better, I mean better for the herd and for the reindeer industry. In other respects a more favorable spot could hardly have been found.[1] That which most prevents the prosperity of the animals is the dampness of the ground everywhere. Moreover, the landscape is monotonous—flat, without hills and deep valleys, where the snow lies until late in the summer, the best kind of medicine for a herd of reindeer. The greatest danger of losing reindeer is the ceaseless wind from the north during the whole winter and from the south and southwest during the whole summer. The latter winds are, however, not of great importance, but the biting cold wind in the winter keeps the animals from eating. They gather together as closely as possible to keep themselves warm. The animals exposed to the wind and cold continually run to the other side, and in this manner they continue until the storm becomes too violent and blows through the whole herd and scatters them.

As soon as the herd is scattered all the heads are turned with the wind and away they run until the storm is over. The storm may continue for weeks at a time. The reindeer continue to run until they find some sheltered place, where they begin to eat without thinking of returning. If so much money had not already been spent in building up the houses here, the station ought to be moved, even if no farther than to the south side of Grantley Harbor or on the same side of Lake Imaurook, where the ground, the pastures, and the climate are excellent.

In selecting apprentices it would not be well to choose the best huntsman among the Eskimos, for the fact that a man is a successful huntsman shows that his strongest interests lie in the direction of a hunter's life; that this view is correct has been demonstrated by our apprentices. The liking for hunting is a hindrance to the interest in herding and taking care of reindeer, and hunters are not willing to settle down to the somewhat confining life of a herder. To this should be added that all those among the Eskimos who live where there is seal fishing, and who on that account are good, zealous huntsmen, are the ones who in the longest run will be able to maintain themselves without reindeer. They will longest be able to get their support from the seal. Such apprentices should first be chosen who are likely to be the first to need help in obtaining their support, to wit, those Eskimos who live among the fiords and along the streams. These have nothing to satisfy their hunger with but fish which they catch from day to day. The best and most intelligent men among these should be chosen and be given the first places regardless of how poor they may be. The chief thing to be considered is their intelligence.

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[1] The site was selected because of its advantages for landing supplies for the herd and the station. Seagoing vessels can not safely enter Grantley Harbor.

These people are more accustomed to life in the interior of the country. They take an interest in fishing, which does not hinder, but, on the contrary, adds to, their usefulness as herders, since fishing as it is here conducted can well be united with herding, and both things can be looked after at the same time, while seal catching and herding can not be done simultaneously, the territory of each being so far apart. In the next place, I think it would be better to take the apprentices directly from the Eskimo people and not from any of the mission stations. The habits they have acquired at such stations and the many toils of a herder's life are widely separated. How far it is advisable to keep apprentices of the Eskimos and Indians together it is not easy to determine, but it does not seem to me to be advisable. These two races are so different in language and customs that they do not seem to thrive together. I do not mean to say that the Indian should not have an opportunity to learn the art of herding reindeer, but I should think the matter might be so arranged that those two races could be apprenticed in different places. I have simply mentioned this so that you may take it into consideration.

So much has been said and written about the impending and present want of food among the Eskimos that I need not repeat it here. I have neither the ability nor a sufficient knowledge of the facts, outside of a very limited territory, to be able to present anything new or of importance in this direction. I may, however, mention a way in which the present want might be temporarily supplied without great cost on the part of the Government. It appears that the fishermen are the first to need help, since they neither possess nor are able to purchase suitable tackle. Their implements are at least five hundred years behind the times. They are made from strips of seal skin (seal thong). This material grows annually more expensive and difficult to get, since the seal fishing decreases and the use of the skins increases. The demand for seal skins is greatly increased on account of the large number of white people who annually come to this country. The Eskimos of the interior—that is, those Eskimos who live by fishing—are not able to kill any of the seals themselves, as they live too far away from the fishing ground. They have to buy both the skins, thong, and oil, as they need seal oil for light and food. All these things, which are so necessary for their support, must be paid for with fish, as they have no furs to barter with, and as the price of the seal is continually rising, it takes a large part of their fish supply to pay for these things.

There is still an abundance of fish, if the Eskimos only had better fishing tackle and more knowledge in the use of it. I therefore take the liberty to recommend to the Government to furnish a supply of twine for fishing tackle—No. 2 soft laid—and to distribute it among the population here. The expense would not be large, since about 500 pounds of thread would supply a very large number of people. Instruction in making and in the use of modern fishing tackle and the distribution of

thread among the people would certainly be assumed by every missionary in the locality where the Eskimos are found in considerable numbers. In this way about $150 a year would give temporary relief to the most pressing distress until the reindeer have become sufficiently numerous to furnish a livelihood to these poor people. It is to be expected that the reindeer will finally solve the problem and become the source of future wealth to all Alaska.

I would recommend that you appoint a capable physician at the station. A compliance with this recommendation is of the greatest importance. It is hardly proper to keep fifty persons together here without the least intelligent medical aid or the opportunity of getting to where such can be found in any direction. This matter has often been alluded to by the Lapps when they have been sick. My dear Dr. Jackson, please do what you can to have a physician located here, in order that not only those living here and at the neighboring stations, but also the whole Eskimo population, may not have to resort to the heathen medicine men—that is to say, to the miserable witches among the Eskimos. These medicine men ought to be punished for their practice and for the bondage in which they keep the whole population. Death is frequently the result of their meddling, and they bleed their victims in all directions, so that it is difficult to state which is to be preferred—to die, or to get well and be compelled to feed and maintain one more person in future; that is, the one who saved the life, according to their views. These medicine men never work, but they live in luxury on their victims and among the relatives of their victims. There are a great number of this kind of medicine men, occupying various degrees in their art, and they constitute no small burden in the community in which they live, and they are of no use whatever.

To quote one example out of many hundred, I may relate that during my journey to Golovin Bay last winter I spent the night in an Eskimo hut where the woman in the house was paralyzed from the hips down. By asking questions and by conversation, it appeared that the family had no boat, and as a reason for this it was stated that the medicine man had forbidden any of the members of the family to own a boat. If a boat should come into the possession of the family the woman would die, for then the medicine man would lose his power over the evil spirit which had taken its abode in the woman's feet, and this spirit would then spread itself over her whole body, and she would die. Fully believing this statement by the medicine man, the family had not had a boat for years of any kind whatever. This was a great disadvantage, as the family were obliged to support themselves by fishing from the bank, and this was very little, since in order to catch this small amount of fish the family had to move far away from their people and live in a place that was very exposed and barren. It was, however, so situated that they were able to get some means of a livelihood. In spite of all

this, the family felt grateful to the great medicine man among them because he was able to keep the evil spirit from spreading itself and killing the woman. In this case only one family was kept in bondage, but it often happens that a whole neighborhood suffers, since these medicine men predict all kinds of misfortunes if anyone in the village does this thing or that, no matter how necessary it may be to the support of life.

By bringing civilized physicians to accessible places, this annoyance would soon be put down and in the near future it would disappear, but to rob these ignorant people of something without giving them something else in place of it would doubtless be improper. In addition to all this it should also be remembered that Port Clarence is the only suitable harbor in this region. It is a central and favorable trysting place for the fleet of the whalers who might also get some help from a physician located here.

In regard to the manners and customs of the Eskimos, I have nothing to report at this time, partly on account of my short sojourn here and on account of my ignorance of the language. I have had no opportunity of studying the character of the people sufficiently to get any intelligent description of them. All I can say is, that they are experts in small thefts and in begging, and I suppose that their poverty is the extenuating circumstance.

The law against the importation of rifles and fixed ammunition does not seem to be of much use in this part of Alaska, as it is only a dead letter.

In your instructions I have seen nothing stated in regard to fuel and therefore we had to procure this as best we could. Driftwood was hauled to the station for fuel, and for this purpose only is it serviceable, but if we do not get a considerable supply of driftwood this summer and every summer—a fact which I doubt—we will be placed face to face with the reality of being utterly destitute of this absolutely necessary article in this latitude. The driftwood we found was plainly the result of the drifting of many summers. It would surely be no pleasant surprise in this region to be found without fuel, where the wind and the cold come with an unconditional demand to be respected. It has already become necessary to get the fuel from places 10 to 12 miles distant. All that could be found near at hand has gone up in smoke, and the supplies to be found even within a range of a dozen miles is hardly sufficient for another year, and when it is gone the further supply will have to be brought from the other side of Point Spencer, where doubtless some fuel can be found, but the distance will be so great that it will require two days for each journey, and this transportation can be carried on only while the ice is perfectly safe; that is to say, during the severest part of the winter. We must also bear in mind that fodder for the reindeer must be carried on these journeys, as there are no pastures on bare and weather-beaten Point Spencer.

When we take into consideration that the Eskimos are gradually

using more and more driftwood, stoves taking the place of seal-oil lamps, the prospects for the future are not bright. I have considered the matter very carefully and the result of my contemplations I will present in a recommendation that coal be imported, at least enough for the use of the school. In that case the supply of driftwood still to be found in this side of the bay will last much longer. Herders and apprentices will possibly be able to find what they need and the private people living at the station will have to be left to themselves to get fuel as best they can.

Either coal should be imported or a naphtha or electric boat procured whereby fuel can be towed in rafts during the summer from the southwest side of Point Spencer and other remote places where timber for building purposes might also be brought to the station instead of importing materials from the States. Such a boat would also be useful in a hundred ways in connection with fishing, in connection with and transporting of provisions to the camp, and in making visits to the herd, etc.

Which one of these recommendations will be cheapest in the long run I will leave to you to determine; but I will add that a naphtha or electric boat would, in addition to bringing fuel, be of three times as much use during the year as the same amount of money spent for coal. There are several persons here who have the necessary skill and knowledge to handle and take care of such a boat.

As no real assistant has been appointed at the station during the past year, there are doubtless many things which should have been done that have been left undone. One man can only do one thing at a time. I have the satisfaction of having done the best I have been able, and all the necessary things have been done in the right time; and it may be said in general that matters have received as good a supervision as I have been able to give them. The question concerning an assistant will be discussed and determined when a man arrives here this year to inspect the station and transact the necessary business.

Any defect in the report must not be ascribed to any negligence on my part, but solely to my want of the proper education necessary to present my ideas suitably in writing in the English language, my education having been in Norwegian. Finally, I wish you every blessing and happiness, and I hope you may be eminently successful in your effort to help and elevate these people who lie buried in heathendom. I also wish to express my hearty thanks to those who have assisted and who are still assisting you in this great work.

I remain, dear sir, your obedient servant,

WILLIAM A. KJELLMANN.

Dr. SHELDON JACKSON,
Bureau of Education, Washington, D. C.

APPENDIX C.

REINDEER REPORT, CAPE PRINCE OF WALES.

By W. T. Lopp.

CAPE PRINCE OF WALES, ALASKA, *June 6, 1895.*

DEAR SIR: In accordance with the conditions expressed in your letter of July 27, 1894, giving to this mission a herd of domestic reindeer, I hereby submit our annual report.

We have experienced no serious difficulties in their management, and with the recent increase of fawns the herd now numbers 174.

Our herders have consisted of five Eskimo boys, ranging in ages from 14 to 19, and one Siberian, all of whom were with us last year at the Teller Reindeer Station at Port Clarence. Until April they lived in a log house about 7 miles northeast of the cape, and since then they have lived in a tent. The winter has been unusually severe, and on some occasions when blizzards were raging the herd or parts of it have been lost. But when the weather cleared up they have always been able to find the deer. Regular watches were kept by our herders until January, when some of the Eskimo herders from the Teller Reindeer Station explained to our boys how they and the Laplanders stood no regular watches and did not herd the deer at night. From that date to the time of calving, our herders stood no night watches, much to their own satisfaction and comfort, and no loss to the herd. It is our opinion, however, that a night watch should be kept over a herd, unless the ground is covered with snow and there is no danger from dogs and wolves.

Our six sled deer have been kept busy packing and hauling supplies and wood. New deer have been broken, but most of them are too young to be very useful before one or two years. In March, Moses, the Yukon Indian boy, came up from the Teller Reindeer Station to visit our boys, and while here broke a 4-year-old steer according to the Laplander method. The Lapp harness has many advantages over the Siberian harness, but it has the same objectionable feature of a single trace rubbing through the hair and skin of the hind legs. Both, however, are admirable for breaking deer to the sled. A slight modification of the harness used on horses seems to be best adapted for use on the treeless plains in this section. We have used Eskimo and Siberian sleds only, as the snow is hard here most of the winter.

We have lost 9 deer during the year, 3 females and 6 males. One (a bull) was killed in fighting, 2 ran away, 5 (3 of which were sled deer) were killed by dogs, and 1, which our collie dogs ran away, a coast native shot. At first the deer became frightened at the collie dogs, but they have now become accustomed to them. In the case referred to, our dogs followed one about 30 miles up the coast and ran it down between the coast and large inlet lake, which is about 8 miles wide. Thin ice on the lake made it impossible for the deer to return by swimming. The dogs deserting it, a simple-minded native found it a few hours later, shot it, and sent us word.

As only four 2-year-old bulls were allotted to our herd when we left the Teller Reindeer Station, and one of these becoming crippled and another killed by fighting, we were afraid many of our cows would have no calves. But we have been very agreeably surprised. We now have 69 fawns, having lost only 6 by cold and accident. During the calving season in April and May we kept the herd in a sheltered place at the mouth of Sooh ung-wok River, about 25 miles from here.

Last August and September we kept a cow tethered near our house and milked her daily for our own use.

Very respectfully, W. T. LOPP.

Dr. SHELDON JACKSON,
United States General Agent of Education in Alaska.

P. S.—Since the date of the above report we have lost 2 cows and 1 fawn, which leaves 171 deer in our herd. One of the cows died from internal injuries received in calving, and the other was probably crippled by our Siberian, so that it had to be killed. The fawn died from intestinal troubles.

W. T. Lopp, Superintendent of Teller Reindeer Station, 1893-94.

APPENDIX D.

LETTERS OF J. C. WIDSTEAD TO DR. SHELDON JACKSON.

TELLER REINDEER STATION,
August 28, 1895.

SIR: Mr. Hamilton has by this time made you familiar with the change that has taken place at our station.

The schoolhouse is completed, or nearly so, and I think you would, could you see it, find it very cozy. We intended to put in six windows, but as we had not so many, and none came with the supplies this year, only four had to do.

We have also, with the lumber that came, put up an addition to the station 48 by 17 feet westward and 40 by 24 feet northward, with room for an assistant, one separate room for natives trading, three rooms for herders with family, and one 16 by 16 feet for the boys; besides, we have in the same building boxes for fish, seal meat, and seal oil, with a hallway leading all through the building to keep outsiders out. Upstairs we intend to partition off separate rooms for fur and clothing if lumber holds out.

We have thought it best to have all the boys in one room, and get an old woman to cook for them. By this we can save, I think, some on the provisions, and control them much better than formerly, when any one in the house could sit down and eat with them, as is their custom; she could also wash and scrub for them.

Back of the Eskimo's room will be the store, with one little partition door to the herder's house, and one to the Eskimo's room for trading. This will keep the two separate, besides save time and much trouble. As it now is in the old store, traders outside the counter can lean over and take anything on the shelves when not watched.

The Lapps are all very well and pleased, except Mathis Eira, who has been a constant worry to Mr. Kjellmann and myself since his coming here. He is dirty, insulting, lazy, absolutely refuses to do my bidding, scolds me in the presence of the boys and other Lapps, and hangs around the station for days at a time. Then he seems to take a spell and does his duty again. But lazy he is, and will be. Now, what can be done with him? He is the most expensive herder at the station, and does the least. I mention these things that they can be acted upon during the winter. The other Lapps are very good fellows—as trustworthy and true as Socrates in respect to duty.

I intend to send the herd into the lakes as soon as the *Bear* comes down from Point Barrow. It is more safe there from Eskimos and dogs, and there is better food for them.

Things at the station are otherwise in their usual track. A little is done, but much more could have been had I had someone to help me.

Trusting in the care of the Infinite, and with good hope for the experiment, I await, with pleasant expectations, your order for next summer.

Respectfully, yours,

J. C. WIDSTEAD.

DR. SHELDON JACKSON,
United States General Agent of Education in Alaska.

TELLER REINDEER STATION,
August 29, 1895.

DEAR SIR: The *Bear* is ready to leave us for another winter, and I inclose, in haste, these few lines as additional to the brief letter of yesterday.

First. As it becomes more and more difficult to get fuel for the winter, allow me to mention the necessity of having a steam or naphtha launch. I think the subject came up last year during your stay in Alaska. We find that such a launch would be of great service to us, not only in the bringing of wood, but for our extensive fishing trips (as necessary to the station all the year round as fuel is to us in winter), bringing news and food to the herd by the lakes in spring and fall, visiting distant herds, etc. If this can be had, much time and labor will be saved. A second-hand or even old launch would do as well as a new one, and this could be purchased for comparatively little.

Second. That, for the best result at the station, it is necessary to have active men, men of intelligence as well as labor. As we can not depend on the native for anything before he is shown how to do it, and unless he is constantly watched, the idea suggests itself that we must have willing and active men.

Very truly, yours,

J. C. WIDSTEAD.

DR. SHELDON JACKSON,
United States General Agent of Education in Alaska.

APPENDIX E.

ESTABLISHMENT OF A PURCHASING STATION IN SIBERIA.

DEPARTMENT OF THE INTERIOR,
BUREAU OF EDUCATION, ALASKA DIVISION,
Washington, D. C., January 10, 1895.

SIR: With reference to the establishment of a temporary purchasing station for reindeer on the Siberian side, it is objected, first, that it would be dangerous to place a large supply of barter goods in the care of a few men among a barbarous people so far removed from any protection that the barter goods would tempt the cupidity of the natives, who would have no hesitation in killing the men in charge in order to obtain possession of the supplies.

In reply permit me to say that while this objection has seeming force, yet experience has disproved it. In 1865–1867, in the attempt to extend the Western Union telegraph lines across Siberia, Lieut. C. L. Macrae, George Kennan, and Richard J. Bush, with small parties of white men, were stationed at various points in that portion of Siberia, the two extreme stations being 2,000 miles apart. They traveled between the stations freely, sometimes only one white man in company with the natives, without molestation. Upon one occasion when they were all absent their quarters were entered and robbed.

In 1878–79 the explorer A. E. Nordenskjöld, on the steamer *Vega*, wintered on that coast. During the winter individuals of his party made long trips alone with the natives in safety.

Again, in 1885, a whaler, the *Bark of Napoleon*, was wrecked off the coast of Siberia. Four of the crew reached land in safety, but three of them died from exposure during the following spring. One survivor, J. B. Vincent, lived two years in safety with the natives, and when he was rescued Congress voted $1,000 for the purchase of presents to be distributed among the natives of that section for their good care of these whalers.

Last winter a small whaling schooner, with a very small crew, wintered on Plover Bay on that coast. The natives could easily have killed them all and taken their provisions, but no attempt was made to molest them.

The same class of people reside on the Alaska coast, and when it was proposed to establish schools we were informed by everyone that had any information from that region that it would not be safe to leave the teachers exposed in the Eskimo villages. So much was said on this

point that you remember we refused to allow any women to go to those stations, and the men were informed that they took their lives in their hands in volunteering to go; and yet we established three schools, placing one man at Point Barrow, one at Point Hope, and two men at Cape Prince of Wales, where they were unmolested. The killing of Mr. Thornton, at Cape Prince of Wales three years afterwards (as was proved by the fact that the murderers were at once shot by the natives themselves), was not the act of the people, but of a couple of hoodlums. The same thing might have occurred in any of our large cities.

Last winter three whalers spent the winter with $1,000 worth o barter goods on St. Lawrence Island, and this year we have placed a man and wife alone on that island with $500 or $600 worth of provisions. At Cape Prince of Wales two years ago Mr. Lopp was there entirely alone with a large supply of provisions.

The whole history of the coast has proved the safety of white men located there who behave themselves.

The second objection is to the effect that the Siberian reindeer men will become jealous of the transporting of so many deer to the American side, thinking that it will deprive them of the monopoly of the trade in skins that they have had in the past. This, too, is very plausible, but not substantiated by facts. The same objection was persistently urged against the possibility of purchasing any reindeer, and yet we have been able to purchase some every season, and have already secured on the American side a number that in a term of years will make the Alaska people independent of the Siberian trade. If the Siberian natives are shrewd enough to object to large numbers of reindeer being taken to Alaska for fear of losing their trade, they should have refused to sell from the beginning.

It may be inexpedient, because of the disinclination of certain parties upon whom, to a certain extent, we are depending for assistance, to establish a trading post on the Siberian side at present; but whenever it becomes urgently necessary to secure the reindeer in larger numbers and hasten the work it will be found necessary to adopt that measure, or at least to give it a trial, as other efforts have so far failed.

Very respectfully,

SHELDON JACKSON.

Hon. W. T. HARRIS, LL. D.,
Commissioner of Education.

APPENDIX F.

DAYBOOK AND JOURNAL AT TELLER REINDEER STATION PORT CLARENCE, ALASKA.

[Kept by W. T. Lopp from July 1 to August 10, 1894, and by Rev. T. L. Brevig from August 10, 1894, to June 30, 1895.]

July 1, 1894.—Southwest wind. Captains Porter, Hagerty, and Robinson came over from the anchorage in a whaleboat to see the herd. Rev. Edson conducted divine service in our schoolroom.

July 2, 1894.—North wind. Mr. Willocks, of Pittsburg, Pa., visited the station. Captains Mason, Williams, and Townsend, of the whaling fleet, repair the lighter launch and anchor it.

July 3, 1894.—South wind. The United States revenue-cutter *Bear* arrived at the anchorage about 5 a. m. and steamed over to the station. Forty-eight deer were landed; also a quantity of cedar lumber and spruce posts; Captain Healy's steam launch towed them ashore on the Pacific Steamship Whaling Company's launch. Dr. Jackson remained on shore over night.

July 4, 1894.—The *Bear* dressed ship and saluted in honor of the day. Dr. Jackson took inventory of stock on hand at the station. At 8 p. m. the *Bear* weighed anchor and steamed for the watering place on the south side of the bay.

July 5, 1894.—South wind. Let Charlie and Mary go to Point Spencer to see their brother. Our gill nets catch plenty of nice salmon. Begin to pack up preparatory to leaving for Cape Prince of Wales.

July 6, 1894.—The *Bear* leaves the watering place and steams over to the anchorage. Charlie and Mary returned from Point Spencer; they report walrus very plentiful.

July 7, 1894.—South wind. Good catch of salmon.

July 8, 1894.—South wind. A whaleboat from the fleet sails to Nook. The usual Sunday service.

July 9, 1894.—South wind. Heavy surf and rain. One fawn born. Start with the Siberians for the anchorage; about one-third the distance we met the *Bear's* steam launch with Dr Jackson and Captains Weeks and Sherman on board; Lieutenant Dodge in command. We were towed into the station again, where a settlement was made with the Siberians; it was decided to pay Dantin and Nootadlgot $75 worth of goods, as had been promised them, but Anker was allowed wages for only seven months, from which was deducted the rations he had received

since his discharge in February, being dissatisfied a little more was added. Captain Weeks was in search of two deserters that had left on July 4; at his request we sent two of our native police to Nook to hunt for them and put them in irons and return them to the ship. Discharged Sungoo, who has been here in the capacity of a worker and handy man. We returned to the fleet in tow of the launch.

July 10, 1894.—The *Bear* left the anchorage about 1 p. m. for South Head to land Dantin and Anker. The schooner *Rosario* anchored here to fish and then went to Nook. We returned from the fleet in one hour and fifteen minutes. The deserters could not be found at Nook.

July 11, 1894.—South wind and rain. The steam whalers leave the anchorage; the *Rosario* goes out. Mr. Grubin and some of the herders, with the *Bear's* seine net, lent by Captain Healy, went to Nook to try their luck with salmon. A male deer dies from internal injuries.

July 12, 1894.—Calm; rain. I hear from some Noometes that the deserters are there, and I send two of the police after them. While they are gone the two men arrive in another canoe. We gave them dinner and supper in Charlie's house, and when the police returned we persuaded the men to go to the steamer *Jeanie* and give themselves up. Try the seine here and catch nothing.

July 13, 1894.—North wind and rain. The whaleboat returns from Nook with about 900 salmon. The *Jeanie* and *Peters* went out. Make flume for closet.

July 14, 1894.—North wind. Charlie cuts a window in east end of herders' house. Two canoes return from Point Spencer. Our police received 5 bags of flour for taking the deserters over. Send the seine again to Nook to try for salmon and catch 6.

July 15, 1894.—South wind and rain. Sunday services as usual.

July 16, 1894.—South wind and rain. Canoes come from Point Spencer. Send whaleboat to Grantley Harbor to fish.

July 17, 1894.—Southwest wind with rain. Milk a quart of milk from 5 deer.[1]

July 18, 1894.—South wind, with rain. Milk another quart of milk.

July 19, 1894.—Southeast wind, with rain. Whaleboat returns with about 300 pounds of salmon trout. Send the scow up the lagoon for wood.

July 20, 1894.—South wind, with rain. The little creeks become rivers; surf is very high; herders thoroughly drenched.

July 21, 1894.—South wind, with rain. Mr. Lopp was sick.

July 22, 1894.—South wind, with rain. Small Sunday school conducted by Mrs. Lopp. Moses is sick.

July 23, 1894.—South wind, with rain. Let Charlie's brother and two of our herders go to Nook with our seine, to try for salmon.

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[1]By the Siberian method the deer are thrown down to milk. They are frightened and withhold it. With the advent of the Lapps, modern methods were adopted.—EDITOR.

July 24, 1894.—South wind with rain. The *Bear* arrives from Cape Serdze, Siberia, with 38 deer—11 males and 27 females.

July 25, 1894.—South wind and heavy surf. Two deer ran away when turned loose after landing; the boat capsized in the surf. The last load was landed at the mouth of the lagoon to escape the surf. Our whaleboat lands 60 bags of flour, 5 boxes bread, beans, and molasses. Mrs. Healy and Mr. Liebes come ashore. Kill a female deer that had a leg broken in landing.

July 26, 1894.—Northwest wind. On invitation from Dr. Jackson, I accompanied him up the lakes in the *Bear's* steam launch, which Captain Healy placed at our disposal; we returned about 5.30, and after taking dinner with Captain Healy, came ashore. A male and female deer which were crippled on ship or in landing, had to be killed. Mr. Grubin and the herders milked two quarts of milk from six deer, two bottles of which were sent to Captain Healy and officers on the *Bear*.

July 27, 1894.—South wind. Went aboard the *Bear* in the forenoon; she weighs anchor and leaves for the Arctic.

July 28, 1894.—Northwest wind. We go in small boat up the lagoon to a river and give our babes an outing.

July 29, 1894.—South wind. The 2 deer which ran off a few days ago returned. While holding our Sunday service a ship was announced as anchoring at Point Spencer.

July 30, 1894.—South wind. The brig *Meyer* came over from Point Spencer in the afternoon and anchored off shore. Mr. Wm. A. Kjellmann, the new superintendent, wife and daughter, Rev. T. L. Brevig and wife, and Mr. and Mrs. V. C. Gamble, who are to teach at St. Lawrence Island, came on shore in the evening and inspected the station and herd.

July 31, 1894.—The *Meyer* beat up closer to shore and employed natives to help discharge the vessel. The Lapps and their baggage were sent on shore. An Eskimo remarked when he first saw the Lapps: "Well, well! these are the people we have seen on our playing cards for all these years." We saw the Lapps milk deer; after lassoing, they make a halter-like noose with which one holds the deer while another milks.

August 1, 1894.—Calm, with south wind. Mr. and Mrs. Lopp move into the herders' house and the Kjellmanns into the west end. The Brevigs move into the east end of the frame house. The work of discharging the vessel progresses very slowly. During the night the station dogs broke into the dugout and killed the old goat of the Kjellmanns, and during the day they killed one of the kids.

August 2, 1894.—Calm, with rain. The Cape Prince of Wales supplies were landed and put under the canoes.

August 3, 1894.—Calm, but rainy. Two Lapps go back into the hills to get acquainted with the locality. The flour and bread is landed from the vessel.

August 4, 1894.—South wind. Nothing landed in the morning. The dugout is repaired; the Lapps move it. One Lapp returns late in the evening and reports his companion sick and left about 7 miles from the station. Mr. Kjellmann, with two Lapps and six Eskimos, started out to find him; they missed him, but the other Lapps had also gone out, finding him a little northwest from where the others crossed the hills.

August 5, 1894.—Clear and calm. Lumber landed. Norwegian service for the Lapps and service for the Eskimos in the afternoon. Mr. and Mrs. Gamble remained at the station over night.

August 6, 1894.—Northeast wind. The *Meyer* had discharged her cargo for Port Clarence and Cape Prince of Wales, and commenced to take in a supply of water before leaving. The Gambles remained at the station all day and night. The Lapps drove the deer into a pen to milk them, and obtain about 6 quarts of milk.

August 7, 1894.—South wind and clear. One Lapp and two Eskimos herding; the rest are employed binding nets and laying up wood for winter. Mr. Lopp is ready to go, but the heavy surf keeps him. The Gambles remain at the station.

August 8, 1894.—Calm, fine day. The whaler *Fearless* was sighted near land through the fog, and when the fog lifted she anchored near the *Meyer*. Brevig and Gamble boarded the *Fearless* and took dinner with Captain Simonson. In the afternoon Captain Holland and Captain Simonson of the *Fearless* came ashore and visited station and herd. The Gambles went on board the *Meyer* in the evening. The herd was driven into the pen and 83 female deer, 4 sled deer, 5 steers, and 8 bucks were selected and marked as the Cape Prince of Wales herd, the mark being a round hole in the right ear. Two deer were marked in a different manner for each of the herders.

August 9, 1894.—South wind. The *Meyer* and *Fearless* are still at anchor; the heavy surf still delays Lopp. The east end of the house is under repair. About 18 of the Cape Prince of Wales herd came back and were met with 8 from this herd, 4 miles east of the station. Our deer had their calves in the cape herd and could not be separated.

August 10, 1894.—South wind, with heavy surf. The *Meyer* and *Fearless* left for the Arctic at 4 p. m. The Gambles were landed here and will stay till the *Bear* comes and takes them to St. Lawrence Island. The Lapps, with Grubin and four herders, left at 6 p. m. The other herders left yesterday in a whaleboat. The Gambles occupy Mr. Grubin's bedroom, and Brevigs move into their bedroom, partitioned off from the sitting room. One deer runs away from our herd and joins the cape herd.

August 11, 1894.—Calm, clear, and a beautiful day. The east end of the herders' room was fixed up as a kitchen and storeroom for Brevig, and the west end as a private storeroom for Kjellmann. The herders not with the herd are making gill nets and tents. Traded some salmon.

August 12, 1894.—Calm, clear, fine day. Service in Norwegian for

Lapps and in English for Eskimos. At 8 p. m. a breeze set in from the west, with fog.

August 13, 1894.—Calm, clear, fine day. Early in the morning a steamer was sighted; she anchored close up to shore at 8 a. m. It was the *Albion* from San Francisco with Bruce and Gibson on board with their Port Clarence troupe of Eskimos as passengers. Captain Lundquist said they had landed a cargo at St. Michaels and from here they were going north to Kotzebue Sound to establish a trader's station. Bruce was speaking about getting another troupe with him down on the side-show line next winter. The *Albion* left at 2.30 p. m. We sent mail with Captain Lundquist.

August 14, 1894.—Calm and clear; easterly wind. Continued repairs of "lean-to." Four Lapps were sent out to build a corral for the deer. The twine gill nets catch sufficient salmon for the station's use.

August 15, 1894.—Calm and clear, with a light northerly breeze in the evening, +78° at 2 p. m. Gamble and Brevig took an outing to Grantley Harbor in a canoe. They returned at 7 p. m. with snipes. The Lapps finish the corral. Kjellmann and 4 Eskimos work on the lean-to to transform it into a store; 6 quarts of milk.

August 16, 1894.—Clear and calm; very warm; Brevig's birthday; north wind very strong. Our skin dingey drifted off to-day. Gamble and Charlie had forgotten to fasten it last night.

August 17, 1894.—The steamer *Albion* called in on her return from Kotzebue Sound and landed some women and took one or two others on board. She also watered; left at 11 a. m. Nobody called at the station; 4 quarts milk.

August 18, 1894.—West wind, clear. Four natives lay up wood for winter; 5 quarts milk. Cape Prince of Wales canoe go to Grantley Harbor.

August 19, 1894.—Sunday. Calm and clear, with the usual service and Sunday school. Three children were baptized, two Eskimos and one Laplander.

August 20, 1894.—Northwest wind. The *Bear* came in about 11 last night. Dr. Jackson and a lieutenant came on shore for the *Bear's* mail. Mr. Grubin and natives returned at the same time. Dr. Jackson was on shore all day settling Laplander business.

August 21, 1894.—Dr. Jackson on shore all day attending to business. Mr. and Mrs. Gamble were taken on board the *Bear* to-night, as Captain Healy consented to land them on St. Lawrence Island.

August 22, 1894.—Strong wind changing to west and abating during the day. Early in the morning W. T. Lopp's goods were taken on board to be landed at Cape Prince of Wales. The *Bear* sailed at 9.30 a. m. Captain Healy intimated that he might call again. Three Lapps and 5 Eskimos went to get logs for a house up the lagoon. Four Eskimos were sent to the herd and 5 will remain at the station. Six quarts of milk were brought in to-night. The first snow of the season appeared on the mountain tops and high hills.

August 23, 1894.—Southwest wind strong in the forenoon, abating toward night. Clear and fine. Mr. Grubin took two more men up to the lagoon wood party. Continued house fixing.

August 24, 1894.—Strong southwest wind; clear in the morning; cloudy the rest of the day; wind changing to south. The store or trade room is now ready and the partition in the old storeroom is taken down to be used as a schoolroom until the schoolhouse is ready. A fawn was killed that was in someway maimed so it could not walk.

August 25, 1894.—Cloudy, with occasional showers, the rain becoming general toward night. The wind veered from south to southeast, becoming strong and causing a high surf. The woodcutters returned late last night with only a little wood, stating that the water was too low to float logs of any size. Six quarts of milk. The village seems deserted; the people are out fishing or hunting.

August 26, 1894.—The clouds drizzled through roof and walls, exposing our supplies to a wetting. Wind northeast, sobering down toward evening, exposing a patch of clear sky. The usual services. The music and singing seem to please the people.

August 27, 1894.—Cloudy, with rain spurts. Wind light from south in forenoon, calm in afternoon. The superintendent with a gang of herders left for the lagoon to get logs and wood. Soon after, Thorwald Kjellmann left for the second lake to fish, taking with him Charlie and Mary Wocksock, Per, and Mikkey, who were to be landed near Nook and travel overland to explore the country in reference to winter feeding grounds. The two Point Hope boys and Moses were left to help around the station. Mr. Grubin and the teacher continued the repairs on the house.

August 28, 1894.—The same wet, foggy, drizzling weather; calm. Continued repairs around the house.

August 29, 1894.—Calm, with a light breeze from the north in the evening. Kjellmann returned with 60 logs, and has another raft started. Several natives went up the lakes to fish.

August 30, 1894.—Light north wind, with light clouds. The Lapps received provisions for a month. A Cape Prince of Wales canoe arrived with letters from Mr. Lopp, to be forwarded with the *Bear* if it anchored here again. The deer are milked daily, and some cheese is being made.

August 31, 1894.—Clear, calm; a beautiful day. The roof of the lean-to was fixed; a coat of tar put on warm, and cement was put on and seemed well adapted to keep the rain and flour from affiliating. Mr. Grubin brought another raft of logs from the lagoon. No report from the deer.

September 1, 1894.—Calm and cloudy, with light south wind; rain toward evening. The raft of logs was landed. A door was put in the west end of the building, Kjellmann's kitchen. The center room of the building was fixed up for a schoolroom. Only three tents remaining on the beach. No report from the deer.



HOBBLING REINDEER, SIBERIA, PREPARATORY TO SHIPPING TO ALASKA.

Photograph by William Hamilton.

September 2, 1894.—Light south wind, cloudy and foggy. The usual Sunday exercises. A seal was killed just outside the station by a Singamut. Some reindeer milk was brought in in the morning, and orders were given to discontinue the milking for a week.

September 3, 1894.—Calm and overcast. School commenced with 7 pupils during the day session, and 8 of the herders attended during the evening. The logs for the herders' house, west of the other houses, were put in place.

September 4, 1894.—A clear, very nice day; light north breeze. Mr. Grubin left about noon for the lagoon with a crew to get wood and logs. Work was commenced on the new house, 16 by 30. The fishing party returned from the lakes with considerable fish that they had caught and bartered for; also some birch wood for sled handles, etc. Per Rist had explored the country around and found plenty of grass and moss, and pronounced it good for winter pasturage.

September 5, 1894.—A bright, fine day, with two heavy showers in the evening. About 7 p. m. the smoke of a steamer was discovered in the cape region, and when last seen was nearing the sandpit. Public opinion agreed it was the *Bear*. A canoe arrived from the Diomedes in the evening. The day school was attended by 20 children. Continued work on the herders' house.

September 6, 1894.—The *Bear* was moored outside the station this morning, and Dr. Jackson came ashore at 7 a. m. to get Kjellmann and some Lapps to come on board and land the deer. Johan and Mikkel went on board and landed the deer by throwing them overboard and letting them swim on shore. Thirty-two deer were landed.

September 7, 1894.—Calm, cloudy, showers. The Mesdames Brevig and Kjellmann were invited on board the *Bear* for dinner. Dr. Jackson was on shore all day settling accounts with Kjellmann. No school, as the teacher's roof leaked so badly that he had to fix it. In the afternoon the officers of the *Bear* were on shore hunting, and most of them visited the station. The ladies returned home from the *Bear* at 10 p. m. and reported a "splendid time."

September 8, 1894.—A fine, warm day, with occasional showers in the afternoon. At 9.30 the steam launch took the station's ladies on board to join a pleasure party going up the lakes; they returned at 7 p. m., reporting a "good time." Dr. Jackson came on shore and had a talk with the herders before leaving. The first lieutenant of the *Bear* was on shore just before she sailed and took an inventory of all the ammunition, Government and private, at the station. The *Bear* sailed at 10 p. m.

September 9, 1894.—A fine, clear morning, with rising west wind and turning colder. The usual Sunday service.

September 10, 1894.—The wind increased in strength all night, and has been blowing a storm from southwest with rain all day.

September 11, 1894.—North to northeast wind, increasing in strength;

bright and cold; growing colder. A crew of Lapps and Eskimos was sent to gather moss for a winter supply. A Cape Prince of Wales canoe arrived from Kings Island with a letter from Mr. Grubin to Mr. Lopp.

September 12, 1894.—Light north wind; bright. The frame of the dingey blown away in August was brought back by some natives from the other side of the bay. The Lapps and Eskimos went out to gather grass for fillings in Lapp and natives' boots; returned with a good supply.

September 13, 1894.—A clear, fine day. A thin crust of ice had formed on the pools, and frost covered the ground. Kjellmann took two native herders with him for more grass. The moss party returned, reporting much mast put up. Kjellmann and another native brought in 14 deer that he had found, 7 or 8 miles north from the station, alone and unguarded. A canoe from the big Diomedes came in to trade.

September 14, 1894.—Mr. Kjellmann took the 14 deer back to the Eskimo herd in the morning and found they were not missed by the herders. The Eskimos were busy boiling deer meat, and Martin said he had killed a female deer that was sick, but no report had been made to the superintendent. Martin was ordered in to the station to explain matters or pay for the deer and leave. A canoe left for Cape Prince of Wales and letters were sent to Lopp. A clear, nice day; calm.

September 15, 1894.—Clear, bright, and calm. The dingey was fixed to be serviceable.

September 16, 1894.—Clear, bright. Martin was exonerated from killing the deer. Per Rist had killed her, as she was dying, six ribs having been broken. Frederick Larsen was appointed messenger. He is to leave for the herd about noon and return in the evening with report from the herd. Six deer were reported missing and Antesilook hunting for them. The usual Sunday exercises.

September 17, 1894.—Strong north wind, calm and clear. The dog sniffing was the cause of the discovery. A bull was reported dying from wounds received in fighting another bull, the horns passing through the vitals. Oowoodlet got permission to visit his mother and friends; 18 children attended the day school, and 12 the evening school.

September 18, 1894.—Clear and nice. Seven Eskimo herders were sent up the lagoon for logs and wood. The roof was laid on the herders' house. Brevig put on double windows and painted the sash and frames. The ever-curious Eskimos painted their artegas, noses, faces, etc., without the use of a brush by pressing them against the newly painted windows. Considerable fish was traded. No report from the deer.

September 19, 1894.—Overcast, with strong south wind; showers. One deer reported sick. Three deer were reported seen near the lake east from the station. Kjellmann went and found them; one was sick and was known to be there. The lumber crew returned, reporting a

raft ready, but impossible to move because of high winds and surf. The herders seem to enjoy their evening school.

September 20, 1894.—Strong south to southeast wind. The "wood gang" took the scow and brought some wood. Rafters were put in the herders' house for the floor, and window frames fitted in. The sick deer was still unable to move. The two stray deer were returned to the herd. Carl Brevig celebrated his first anniversary by inviting the white population at the station to dinner. Interest in the day school seems to be decreasing, but evening school is well attended.

September 21, 1894.—A stormy and rainy day; wind south; the surf going over the bank into the mouth of the creek.

September 22, 1894.—The wind and rain storm continues. A female deer was found dead near the herd; liver disease.

September 23, 1894.—The storm continues; the wind blew with unusual force about 5 a. m. Wind south to east-southeast, abating toward dark. The usual Sunday service and school. About 3 p. m. Frederick had the mishap to wound both hands by the discharge of his gun escaping by the breach instead of the muzzle. The muzzle was stopped with a plug of wood and a spike so securely wedged in that the firing of the gun could not expel them. His hands were badly torn and blistered by powder. A dressing of arnica and laudanum was put on. Some Cape Prince of Wales people said they had found a dead deer near the inlet into Grantley Harbor; also killed a sick deer that had swollen legs. The meat was already consumed.

September 24, 1894.—A nice day, with light northeast wind. At 10 a. m. Brevig and five natives started for Cape Prince of Wales in the whaleboat.

September 25, 1894.—Strong southeast wind and heavy rain all day. A workshop for the natives was commenced.

September 26, 1894.—Southeast wind. A deer that had been missing came back sick; another sick deer has strayed.

September 27, 1894.—A nice, clear day; wind from the north. The sick deer was found lying down in some bushes; it is now kept separate from the herd.

September 28, 1894.—Northeast wind, gloomy. No report from the deer.

September 29, 1894.—North wind, bright and clear. Three sick deer were killed, that the meat could be used for the herders. There are yet two sick deer in the herd.

September 30, 1894.—Northwest wind; a pleasant, clear day. Herd all well.

October 1, 1894.—Strong northwest wind, with a little rain and snow. Wocksock moved into the east end of the new house. Brevig and natives arrived about 10 p. m., having made the trip in nine hours. The boat was sailed to the cape Saturday night. Storm and strong south wind kept them for two days near Kinnowyok, and Wednesday

morning Poloynuk was made, and from there Moses and Brevig walked, climbing the highest mountains and arriving at Cape Prince of Wales at 3 o'clock in the afternoon. Sunday he married Netoxite and Kinnowyok, the first native couple married according to civilized custom in northwest Alaska. On the return trip the boat was caught in a squall and Brevig's shotgun was lost overboard.

October 2, 1894.—A fair day, with north wind. A fishing party was sent up to the lakes. All well at the herd.

October 3, 1894.—Snow and sleet. Wind northeast, southeast, south-southwest, clearing up with a west wind in the evening. No report from the herd.

October 4, 1894.—Northeast wind, with snow and sleet. Two more deer sick and all efforts to find the missing bull have been in vain. The fishing party returned with a good supply of tomcod, herring, and other fish. The evening school is well attended.

October 5, 1894.—Cloudy, with snow and sleet all day; wind northeast to north-northwest. A woman at Nook committed suicide by shooting herself; she had been demented for some time.

October 6, 1894.—Stroing northwest wind, cold and blustering, blowing a gale during the night. Kjellmann and Brevig visited the herd and counted the deer, and from various counts by both it was agreed that the flock contained 440 deer. They were in good condition. It was decided to move to a place about 5 miles up Grantley Harbor, as it was thought the prevailing disease was caused by some herb consumed with the moss.

October 7, 1894.—A cold, blustering day; east wind, with snow flurries. The usual Sunday exercises, with but few Lapps present.

October 8, 1894.—South wind; rain, snow, and sleet. Kjellmann and herders brought a float of wood.

October 9, 1894.—Northwest wind, cold and blustering. The herd was moved 5 miles east on the banks of a river entering Grantley Harbor.

October 10, 1894.—North wind; fair day, with ice forming on the ponds and lagoon. Many applications for medicines for colds, sores, and sore eyes. No report from herd.

October 11, 1894.—Clear, with a zephyr from the northwest. The snow disappeared around the house and on the beach. A woman came for treatment; by accident she was shot in the fleshy part of the leg with a revolver. The wound was ulcerating and the ball in the wound. I did not have the instruments or knowledge to extract the bullet, but the wound was cleaned and dressed. Many patients come for medicines. The dressing doctor seems to have lost patronage lately.

October 12, 1894.—Gentle northeast wind. One more deer sick. A sealing party, consisting of Kummuk, Sekeoglook, Oowkitkoon, Electoona, Ahlook, Taootuk, and Soovawhassie, were sent to Point Spencer this morning, Wocksock, Martin, and Charley remaining at the station. Ookwoodlet came back yesterday and desired to leave the station. He

was paid for his two deer and left. Johan and Mikkel were out in the whaleboat to hunt for material for sleds, etc. Sugar dropped into the mouths of little children seems to be a very strong drawing card for them to come to school. The Lapps reported having seen tracks of two wolves near the herd.

October 13, 1894.—North breeze; cold, clear, and nice. Kjellmann brought home a raft of logs for firewood. Considerable fever, sore throat, and headache prevail at the station.

October 14, 1894.—North wind, dark and gloomy. The usual Sunday services. The Sunday school was called, but the audience forgot to appear.

October 15, 1894.—Calm, clear; thermometer, +20° all day. Per Rist, in going out to the herd with his week's supply on his back, tried to cross the ice on one of the lakes back of the station and fell in. His artega buoyed him up until he reached solid ice.

October 16, 1894.—Strong east wind, +19° to +23°. Oowkitkoon and Martin were sent out to gather moss. No report from deer.

October 17, 1894.—Light east wind, +23° to +42°, clear and mild. An iceboat is under construction.

October 18, 1894.—Light east wind, clear and fine, +25° to +38°. The smithy was completed to-day and tried in the evening. The natives had gathered during the day to see the wonder. They smelt the forge, and put their noses as near the furnace as the extremity would allow. When they saw the iron become red, and the iron was put on the anvil and the sparks began to fly, they sought the outside, helter-skelter, and now only two of the bravest here have the courage to peep into the shop. No report from the deer.

October 19, 1894.—Zephyr from the north, clear and nice, +26° to −35°. No report from the deer. The moss gatherers returned in the afternoon.

October 20, 1894.—Calm, cloudy, mild; occasional snow flurries. One female deer died yesterday and one to-day from the prevailing disease. +27° to +39°.

October 21, 1894.—Sunday; the usual service and school. Clear, calm, mild, +25° to +40°. All but one of the last litter of collie pups have been traded to the natives.

October 22, 1894.—Clear, calm, mild, +21° to +36°. Wocksock and Martin piled up wood along the beach.

October 23, 1894.—The sun rose, ascended, culminated, descended, and set. The thermometer began its diurnal course at +10°, ascended to +30°, and descended to +12°. After evening school the native boy element came into the schoolhouse with their faces painted and crawling on all fours. The masquerade ended in a plaintive cry for "cow cow" (food).

October 24, 1894.—Calm and clear, +13° to +27°. A load of wood was brought home. Twenty-six Eskimo children attended school to-day.

October 25, 1894.—Southeast to southwest wind, cloudy and gloomy. The sealing party was visited and five seals brought back as the outcome of two weeks' hunt. Mathis and Peter arrived with two deer to take provisions out to the camp. Thermometer, +10° to +22°.

October 26, 1894.—Light northeast wind, clear and bright. The sealing party arrived home. Jenny Kjellmann was sick from swollen tonsils and sore throat. Thermometer, +10° to +29°. No report from deer.

October 27, 1894.—Southeast wind; cloudy, with snow flurries. Frederick returned to-day, but failed to report. He had been very much frightened yesterday by hearing several shots fired at a distance.

October 28, 1894.—West breeze; cloudy, with snow flurries. The usual service and Sunday school. Toward evening Thorwald Kjellmann and I visited the village and entered several houses, and found them much better than we had expected; they were warm and had floors, one bed, and bunks for beds. Thermometer, +8° to +16°.

October 29, 1894.—Calm, clear, and cold, 0° to +2°. The sealing party was hindered from going to Point Spencer by floating ice from Grantley Harbor in the bay.

October 30, 1894.—Partly overcast; calm, with snow flurries; thermometer, −2° to +12°. The Eskimo herders, and especially Moses and Martin, are showing themselves more and more lazy. All is well at the herd. Only small open spaces on the bay.

"October 31, 1894.—Strong northeast wind during the night and forenoon, abating to +8° to +20°. The bay being clear from ice, Mathis, Moses, Oowkitkoon, and Charley went sealing. Tatpan and Wocksock are sick. The Lapps hauled two loads of wood with two deer and sleds, one man driving both. About 3 p. m. it commenced to snow, and 1 inch fell before it cleared. No evening school.

November 1, 1894.—Calm and clear, +14° to +20°. The sealing party returned walking, having left their boat. They could not reach Point Spencer on account of ice.

November 2, 1894.—Strong east wind, 0° to +8°. The day opened with a catch-as-catch-can fight between Mary and Nah yuk. Charley tried to mediate peace and was sent sprawling to bed by his "better half," and her opponent sent sprawling to the floor headforemost. All is well with the herd. Wocksock is worse and the Lapps have tried bloodletting, and in the evening a woman from the town tried her bewitching ceremonies on him. He was worse from lying naked on the floor, exposed to a draft. I took my medicines home. The bay is covered with ice.

November 3, 1894.—Light east wind, +8° to +28°; clear. The ice boat was rigged up to-day. Electoona and Taootuk came in with a deer and sled each. Samuel drove an untamed deer. Two parties from the lakes reported the ice safe on the river.

November 4, 1894.—Light wind from the east, clear and nice. The usual Sunday service, with a very scant attendance by Lapps and

Norwegians. The Sunday school was well attended. Thermometer, 0° to +8°.

November 5, 1894.—Clear and calm; thermometer, −2° to +2°.

November 6, 1894.—East wind, −2° to +4°. Samuel, Electoona, and Taootuk went to the herd, and Charley Kummuk, Moses, Martin, Johann, and Mikkel went out for wood and logs for a stable. The ice boat was used for the first time to-day and went nicely. The ice was rather rough. No deer report.

November 7, 1894.—Overcast, with light northeast breeze, +10° to +30°. Sekeoglook was brought in to-night from the herd, having cut his leg in erecting a tent; the bone was touched; I dressed it. Three deer are reported sick.

November 8, 1894.—Cloudy and milder, +10° to +22°. Two deer are now kept at the station to haul wood. Sekeoglook's leg is doing nicely. A strong north wind all night; it took the mast from the ice boat.

November 9, 1894.—A full-fledged snowstorm, with north wind; snowing all night and day. Only two herders attended the evening school; 7 at the station. Thermometer, +10°.

November 10, 1894.—A gale (with capital G) from the north awoke the silent echoes of the night and the new-born snow from its innocent sleep about 1 a. m., forcing the fleecy crystals to seek shelter behind hills, in ravines, behind logs, and inanimate objects bigger than themselves. Millions and millions had found an asylum in the trade room, where they had jumped into boxes and barrels and scaled the shelves; some had been satisfied with the bare floor, some had clustered under the ceiling and stovepipe upstairs, some had crawled into deerskins, and some had even tucked themselves snugly into the Lapp boots. Thermometer, +10° all day. No report from the deer.

November 11, 1894.—North wind very strong; storm abating during the day; cloudy. Service and Sunday school; +9° all day. No report from the deer.

November 12, 1894.—Light northwest wind; cloudy, with snow flurries. The skee was used for the first time; it was used by the Eskimos, and they managed to land on their backs, without any ceremony, in the snow. No deer report. Thermometer, +11° to +16°.

November 13, 1894.—South-southwest to west-northwest wind; blowing hard from southwest at noon, and piling the ice up high on the beach; +9° to +21°.

November 14, 1894.—Northwest to southwest wind; cloudy, with a little snow. Thermometer, +20° to +31°.

November 15, 1894.—Northeast to east-southeast wind, strong in the afternoon. Samuel and Per Rist came on late last night with the carcass of a male deer that had broken its head in trying to break loose from its fastenings. Five deer are now under training for the sled Frederick and Martin are hauling wood every day with three deer. Thermometer, +18° to +2°.

November 16, 1894.—A gale from northeast since midnight; snow drifting bad. Zero all day. Frederick and Martin brought moss and two extra deer.

November 17, 1894.—Strong northeast wind all night and day. Cloudy and cold, −12° to −2°. Soovawhasie was paid for his two deer in the evening, as he wants to quit herding.

November 18, 1894.—The usual service and Sunday school. The forenoon service was well attended by natives and most of the Lapps. The Sunday school was attended by but a few. Soovawhasie left for home this morning. Light east wind; thermometer, −8° to −4°.

November 19, 1894.—Light southeast wind in the morning and strong north wind in the evening; clear; −8° at 8 a. m.,+22° at noon, and −2° at 6 p. m. Charley shot another seal. Considerable fish was traded from the lake people.

November 20, 1894.—Clear, cold in the forenoon; in the afternoon a strong north wind, with a chilling mist; −12 to+20°.

November, 21, 1894.—A gale from north during the night and blowing a storm all day; cloudy and snow flurries. About 9 p. m. fire caught in the wood behind Kjellmann's bedroom stove and ignited the wall behind it. The fire was discovered before any damage was done. Frederick, Mikkel, and Johann went out after moss this morning early and will be gone three days. Thermometer,−2° to+12°.

November 22, 1894.—Medium strong north wind, clear,−4 to+2°.

November 23, 1894.—Light northeast wind, cloudy,−12° to−2°. The moss men returned in the evening, and Moses and Per from the herd. The water gave out in the creek some days ago, and ice is the staple article now.

November 24, 1894.—Strong southeast wind all night, becoming a gale in the morning; +18° to +22°. My stovepipe blew down about 11 p. m., and soon after the cask supporting the station school bell blew over into the ditch. The snow in the ditch saved the bell from being broken; some of the castings are broken. The wind lulled at noon, but now it is blowing harder than ever.

November 25, 1894.—The storm continued all night; about midnight the house shivered and shook on its foundations. Cleared at 1 p. m. and changed to southwest, veering to southeast again with very strong wind. Thermometer, +24° to +28°. The usual Sunday service and school.

November 26, 1894.—Strong southeast wind all night and morning, +22° to −26°. The bell was rigged up again. None of the boys at the evening school; 6 at the station. Wood hauled with deer.

November 27, 1894.—Winds blowing from all directions except northwest; zero all day; clear.

November 28, 1894.—Strong east wind; cloudy, with snow flurries The ice broke up in the bay in the afternoon and fear was entertained for Kummuk and Wocksock, who left yesterday for the sandpit with a



LASSOING REINDEER, SIBERIA.
Photograph by William Hamilton.

dog sled with only nine biscuits between them. The dogs ate two dog harnesses and a seal skin last night. Zero all day.

November 29, 1894.—Strong northeast wind. The bay clear of ice. The ice boat anchored outside had disappeared. Kummuk and Wocksock returned in the evening, having traveled all round the bay. No school, but nearly the whole day was spent in visiting sick people in the village. Time commences to drag heavily. Thermometer, +18° to +26°.

November 30, 1894.—Calm and cloudy, with snow in the evening. A sled arrived from Golovin Bay with letters for Kjellmann and Lopp. Thermometer, +10° to +15°.

December 1, 1894.—Light east wind, cloudy and snowing, +14° to +22°.

December 2, 1894.—North wind, colder, +12° to +2°. The usual Sunday service and school. About noon the strong wind broke the ice, and some women out fishing were carried along out toward the sea. Mr. Kjellmann with a crew in the lifeboat rescued them.

December 3, 1894.—Northwest "sailor's breeze," with damp, penetrating wind. Evening school poorly attended; +4° to +10°.

December 4, 1894.—Northwest wind, cold and blustering, −6° to −10°. The moss party returned.

December 5, 1894.—Strong northwest wind, cloudy, −8° to −12° Mrs. Kjellmann sick.

December 6, 1894.—Clear, calm, cold, −9° to −18°. Mrs. Kjellmann better. Karl Brevig sick with fever.

December 7, 1894.—Cold, calm, clear, −18° to −22°.

December 8, 1894.—Calm, clear, cold, −16° to −23°. Mr. Kjellmann put up another stovepipe.

December 9, 1894.—Clear, calm, cold, −14° to −20°. The usual Sunday service and school. The leading shaman had a confab with the spirits to-night. He had four fires burning in a square and reposed himself in the middle, groaning and sighing. Four new doctors were with him guarding the fires; Charley was one of them. Thorwald Kjellmann went out there to see the show, and the guards vanished, and he, thinking it was a sick man left there to die, spoke to him, but received no answer. The Lapps were cautioned by Mary not to look toward the fire.

December 10, 1894.—Calm and bright, −14° to +20°. Charley and Mary inspected Thorwald Kjellmann's feet and asked if they were not stiff or swollen, because he had spoken to the shaman.

December 11, 1894.—At 1 a. m. three sleds arrived from Cape Prince of Wales with letters from Mr. Lopp. No pupils from the village, as a dance was in progress all day; −14° to −22°. The Lapps returned.

December 12, 1894.—Light northwest breeze, clear, −14° to −20°.

December 13, 1894.—Clear, calm, hazy, −14° to −18°. Soovawhasie

arrived early this morning with dog team to take his goods home. The Lapps have been hauling wood to-day.

December 14, 1894.—Light northwest wind in the morning and clear; at noon a gale, and snow flying; −14° to −25°. The cape sleds left early this morning, and Kjellmann with the Lapps and herders at the station left for the timber beach to stay till Saturday to pile up wood and logs, but returned at night on account of the storm; some were frostbitten.

December 5, 1894.—Clear, with light east wind; −20° all day.

December 16, 1894.—Strong east wind in the morning and blowing a gale toward evening, the thermometer suddenly rising at 4 p. m. from −14° to +2°. No Sunday service, but Sunday school.

December 17, 1894.—Strong west wind, clear, −8° to −14°.

December 18, 1894.—Clear and calm, −14° to +18°. Kjellmann went out to the herd to return to-morrow. Sekeoglook is now walking about.

December 19, 1894.—Stormy, with northeast wind during the night, veering to south and snowing in the morning; −14° to +30° in the evening, and the snow turned to sleet. Kjellmann returned about noon and in the evening the Lapps came in.

December 20, 1894.—Light southwest wind, clear, +18° to +22°. Two sleds returned with moss and small willow bushes for Christmas.

December 21, 1894.—The sun rose at 11.40 a. m. and set at 2.50 p. m. Light northeast wind, clear, +18° to −2°. Three deer were killed to-day for meat, the herders getting one and the Lapps the other two. At 2.30 Mrs. Johan Tornensis was delivered of a big boy, but through some bungling of the Lapp woman attending her, the child died soon after its birth. The mother is doing well.

December 22, 1894.—Light northeast wind, cloudy, −6° to +10°. Considerable wood was hauled with deer to-day.

December 23, 1894.—Wind southwest, northeast, and southeast, growing stronger; after dark a little snow; +18° to +22°. Sunday school, but no service.

December 24, 1894.—Light northeast and south wind; clear, nice day; +26° to +30°. The station has been crowded with natives all day persisting in seeing everything. At 5 p. m. the doors were opened and the room was soon filled with children and adults. Several songs were rendered, and after a short talk on Christmas, the goody-goodies were distributed. During the day every house in town had received Christmas cheer in the form of "cow-cow" (food).

December 25, 1894.—Calm and cloudy. Service in the forenoon. In the evening the Eskimo herders were gathered and some games were played, songs sung, and coffee and tea served. At 8 p. m. a gale blew up from south to southwest, with rain and sleet; +30° all day.

December 26, 1894.—The gale continued all night; in the morning it veered around to northeast and blew in gusts. Yesterday Electoona was caught gambling with Nan u gok, a low character that loafs around

the station considerably. He was turned out and forbidden to enter that house anymore. The Brevigs visited the Kjellmanns in the evening. Thermometer, +10° to +21°.

December 27, 1894.—Wind continued all night; cloudy, and some sleet in the evening from the southeast; +20° to 28°.

December 28, 1894.—Strong northeast wind, cloudy, mild, snowing in the evening; +24° to +30°.

December 30, 1894.—Calm and clear, very fine day. Sunday school. The sun set at 3.04 p. m. Sekeoglook had his hand scalded by hot tea.

December 31, 1894.—Clear, calm, fine day. Sun rose at 11.30 a. m. and set at 3.09 p. m. The Nook people received a present of flour and biscuit to-day. Late last night Mrs. Kjellmann found a pair of mittens that Thorwald Kjellmann lost last fall, by being stolen from him, in the possession of Isah genna. He said he had gotten them from his brother Charley. Moses left toward evening for Charley's brother's place to get dogs to go to Cape Prince of Wales to the dance. Thermometer, +2° to +4°.

January 1, 1895.—Calm, clear, bright; −2° to +10°. Service for the Lapps. In the afternoon I had five patients, Mrs. Wocksock, Sekeoglook, a boy from Nook covered with sores from the waist down, and a woman from town with a rebellious tooth, which was extracted. Thorwald Kjellmann celebrated his sixty-eighth birthday to-day.

January 2, 1895.—Bright and calm; −4° to +2°. School commenced after Christmas, and 29 showed up bright and early to get the biscuit. Two sleds arrived from the lakes for the dance.

January 3, 1895.—Light northeast wind, clear and bright; sunset 3.31 p. m.; −6° to +4°.

January 4, 1895.—Calm, foggy; +9° to +16°. Sleds are arriving all day, and more are expected. When all have arrived they will leave in a body.

January 5, 1895.—Clear, bright, calm; −5° to +8°. Three sleds arrived toward evening, making the number complete. They will leave early to-morrow. Mrs. Kjellmann and Brevig had a trip behind reindeer to-day, and enjoyed it.

January 6, 1895.—Mild, calm, foggy. The "carnivalites" left at early dawn, 9.30 a. m. Johann Tornensis's body was buried to-day and a burial place dedicated on the east side of the little creek east of the station house. Little before dark Kjellmann and wife, Mikkel, and myself went out for a drive with the deer and steered for Nook, where I saw a patient that, from descriptions of his ailment, I had been treating for bleeding from the lungs, and found him suffering from acute rheumatism and swelled joints. Arrived at the station at 7 p. m. Thermometer, −2° to +8°.

January 7, 1895.—Calm and clear; −11° to −2°. In the afternoon Kjellmann, Nakkila, and Wocksock left for the upper lakes to get birch

poles for harnesses, and will be absent four days. Frederick was taken sick toward evening.

January 8, 1895.—Calm and foggy; −9 to +2°.

January 9, 1895.—Breeze from north-northeast, clear, snow flying; −3° to 0°.

January 10, 1895.—Light north wind, calm after dark; −15° to −3°; overcast in forenoon, clear in afternoon.

January 11, 1895.—Strong northwest wind; partly overcast; −17° to −22°, growing colder.

January 12, 1895.—Strong northwest wind, stormy; −23° to −20°. Kjellmann and party are yet absent, and anxiety is shown, especially by Mrs. Nakkila. The wind is against them, and they may have sought shelter in an Eskimo house.

January 13, 1895.—North wind and overcast in the forenoon, clear and calm in the afternoon. Jenny Kjellmann froze her nose playing around the house; −24° to −30°. Sunday service. Kjellmann and party returned shortly after dark with only one frozen nose to Jack Frost's credit. The first day out they had traveled about 70 miles. On the return the deer got tired and unwilling, and but small progress was made. The skees are becoming a favorite among the herders, and all want a pair.

January 14, 1895.—Light northeast-east to southeast wind; −33° to 31°. As yet we have not seen a genuine Minnesota cold or blizzard, but live in shaking expectation of seeing one before next May.

January 15, 1895.—Light southeast wind, cloudy. Thermometer stationary at −14°.

January 16, 1895.—Calm, cloudy, with two hours sunshine about noon. Thermometer, −6° to 0°.

January 17, 1895—Calm, clear; −9° a. m., 0° 2 p. m., −19° 5 p. m. About 7 p. m. a native arrived from Golovin Bay with letters and barter goods, traveling for Mr. J. Dexter. That he was from the vicinity of Swedes was betrayed by the snuffbox, which he handled with Swedish gracefulness.

January 18, 1895.—Light southeast wind; −19° to −16°. Two sleds arrived from the cape toward evening. Letters were sent to Mr. Lopp by the trader.

January 19, 1895.—Strong northeast wind during the night, light southeast during the day; −19° to −14°. Mrs. Kjellmann was taken very sick during the night. Charley, the herders, and several sleds returned to-night from the cape, all complaining of being cold.

January 20, 1895.—The usual Sunday service and school. Strong southeast wind all night, light wind during the day; mild overcast, with some snow falling; +10° to +14°.

January 21, 1895.—Southeast gale; cloudy, with snow and sleet; +22° to +28°. A sewing school for Eskimo girls was begun to-day with 11 in attendance. Evening school is attended by 4 herders.

January 22, 1895.—Calm, overcast; +14° to +26°. Aslak made himself a bed. Natives are trading biscuit for grouse still on the wing.

January 23, 1895.—Overcast and clear; 0° to −4°. The sleds with the supplies departed for the lakes to-day. The Lapps are hauling wood.

January 24, 1895.—Calm and clear in forenoon; north wind in evening; −4° to −3°.

January 25, 1895.—North-northeast wind medium, becoming stronger; −2° to −6°. Mail and presents to the herders arrived from Mr. Lopp.

January 26, 1895.—A gale from north-northeast, snow drifting bad; +16° to −15°.

January 27, 1895.—The storm continued all night and day; −16° to −22°. The usual Sunday service and Sunday school.

January 28, 1895.—Storming and drifting still from north-northeast; −4° all day. Charley should have picked out his herd to-day; storm prevented it.

January 29, 1895.—Storming still; no herd separated. Kjellmann has made two wooden shovels. Per's deer that he was breaking broke loose from him and started for the herd. Thermometer, −4° to 0°.

January 30, 1895.—Storming still from north-northeast; clear, but snow flying; 0° all day. All herders and Lapps but Solon, Per, and Ahlook were sent to the herd to help Charley separate his herd to-day.

January 31, 1895.—Clear, snow flying, strong north-northeast wind. Kjellmann left for the herd early this morning and Charley's deer were separated and taken behind the bluff across the bay; 115 deer (15 his private property) were taken, 90 females, 3 sled deer; the rest were bulls and geldings. The south side of the house was now so completely blocked up that a tunnel had to be dug through the bank to get an entrance to the schoolhouse.

February 1, 1895.—A howling north-northeast wind all night and day. Charley received his equipment and made preparations to leave for his future home to-morrow. Kutchuk, Dexter's trader, arrived to-day from the cape with letters from Mr. Lopp. Thermometer, −4° to −10°.

February 2, 1895.—Still storming from north-northeast; clear, but snow flying; doors and windows on the south side of the house entirely blocked up by snow. Charley and family left about noon. Aslak, Moses, and Ahlook will help him with the deer. Thermometer, −4° to +12°.

February 3, 1895.—Clear, bright, calm; −3° to +2°. The usual service and school. Tunnels were dug for doors and windows.

February 4, 1895.—North wind puffy. Partly overcast. Sun rose 9.45, set 4.45. Thermometer, +5° to −10°.

February 5, 1895.—North wind, very hard storm during the night, continuing in puffs all day, some snow; −4° to −8°.

February 6, 1895.—Strong west wind, overcast with a little snow;

−18° to −14°. The herders have long been very negligent in bringing wood for the schoolhouse, and long ago refused to make the fire and sweep the room.

February 7, 1895.—North-northwest wind; a genuine, full-fledged blizzard; the wind blowing a gale; snow flying so thick that you could not see 20 feet, and mercury −22° all day. No pupils and no school.

February 8, 1895.—North wind strong, but abating; −24° to −20°. Yesterday the herd split and only 20 deer remained around the tents, the rest had gone across Grantley Harbor and were found and brought back by natives from Nook. The watch had divided, two in each party, at 3 p. m., seeking in all directions but the right one; 8 pupils at evening school.

February 9, 1895.—Clear, bright, and calm; −26° to −20°. Stone was brought down from the hills for a fireplace in Charley's vacant house.

February 10, 1895.—North-northeast gale, the strongest wind since we came here; all doors and windows on the lee side blocked, the only egress being by the store door. Per came in through the storm and reported the herd gathered and not storming much where it is. Thermometer, −16° all day.

February 11, 1895.—Blizzard all day; −2° to −12°. Frederick was brought in from camp frost-bitten, having frozen his lip in some manner. Samuel is now alone with the deer.

February 12, 1895.—Calm, mild, snowing; +16° to +24°. Hauling and cutting wood and shoveling snow is now the daily routine. Per has lost his dog and is afraid it is caught in a trap, as it is his constant companion.

February 13, 1895.—Clear, calm, mild; +20° to +14°. The fireplace is ready in Charley's house. Mrs. Kjellmann hurt her ankle in sliding down the snowdrift; it is swollen.

February 14, 1895.—Strong north wind, clear; −10° to −4°. No valentines in circulation.

February 15, 1895.—Strong north wind. Aslak and Moses returned in the night; they had left one of their deer on the other side of the bay without making it fast. Moses wanted to tie it, but Aslak let it loose. They were sent back again to hunt for the "needle in the haystack" this morning. Another deer they had let loose near the station, and Aslak was told to find the deer or pay for them. Thermometer, 0° to −2°.

February 16, 1895.—Strong north wind, clear; −2° to −8°. Aslak and Moses returned in the night, minus the deer; no trace of it was found.

February 17, 1895.—Strong north wind, clear. The usual service and Sunday school; −6° stationary. Mrs. Kjellmann's foot is better.

February 18, 1895.—A furious gale from north, snow flying, clear; −18° to −14°; slight shock of earthquake was felt at 5 p. m.; the wind took a rest about 6 p. m.

February 19, 1895.—Medium north-northeast wind, clear; −16° to −14°. Mrs. Kjellmann's foot bad.

February 20, 1895.—The wind running all around the flag pole, and sometimes a calm. The Lapps were sent after moss to-day; −20° to −6°.

February 21, 1895.—Southeast wind, light, clear, and nice; +20° to +24°.

February 22, 1895.—Strong north-northeast wind, overcast. The flag was hoisted in honor of the Father of Our Country. About 8.30 Mr. George Johnson, from Unalakleet, with two interpreters, arrived, having made the trip from Charley's place since 8 a. m. They are on a missionary trip through this part of Alaska and will remain here some days. Aslak has found one of the missing deer. Thermometer, +12° to +3°.

February 23, 1895.—Strong north-northeast wind; snow drifting; −8° to 0°. Moss party returned.

February 24, 1895.—Storm from north-northeast, snowing and drifting. Johnson preached with the assistance of the interpreters. In the afternoon Taootuk was married to Nah zoo kah and tea was served to all the Eskimo herders. A sled arrived with letters from Mr. Lopp; −18° to −19°. Charley's brother and brother-in-law arrived about dark.

February 25, 1895.—Strong north-northeast wind. The Lapps hauled wood, and Ivanhoff, Johnson's interpreter, went with them on the trip. Thermometer, −20° to −16°.

February 26, 1895.—Light north wind, clear; −20° to −22°. Johnson left at 10.30 for Cape Prince of Wales, and Charley's brother and brother-in-law for Charley's place. Aslak, Martin, and Oowkitkoon went out in search of the missing deer. Taootuk, Wocksock, and Kummuk went up the coast to Kinnowgok, seal hunting.

February 27, 1895.—Clear, cold, calm; −24° to −15°. Aslak and others returned late last night, having tracked the deer to the top of the mountain toward Charley's place.

February 28, 1895.—Light north wind, overcast. A beautiful aurora borealis in the evening; −21° to 6°.

March 1, 1895.—Strong east wind in the night, becoming light during the day; clear in the forenoon, overcast in the afternoon. Wassock from Nook, was taken violently sick in the morning and was taken home. Johann, Moses, and Sekeoglook came down from the herd.

March 3, 1895.—Light south wind, changing to north. A light fall of snow. The usual Sunday service and school. Thermometer, +10° to +25°.

March 4, 1895.—Cloudy, with wind from northeast, east, southeast, and south. Kjellmann has finished his tent and camping outfit. Moses, Tatpan, Ahlook, and Johann went out to the herd. The village seems deserted; only two children from the village to-day. Thermometer, +25° all day.

March 5, 1895.—Rain during the night, in the forenoon sleet and snow; +25° to +33°. Ahlook returned, having lost the tent and slept on the mountains.

March 6, 1695.—East wind, veering to south and southwest; snow flying all day; cloudy; +10° to +25°.

March 7, 1895.—Southwest wind, cloudy and snowing; +25° all day. Ahlook left for the tent to-day.

March 8, 1895.—A clear, beautiful day, calm. A native reported having seen the lost deer. Thermometer, +10° to +26°.

March 9, 1895.—Calm; +12° to +22° to −2° at 8 p. m. At 9 p. m. the windy corner opened up and soon a gale was blowing from north-northeast. Kummuk returned during the night with two seals. Taootuk had shot three. Mr. Johnson returned about noon, having camped on the snow at the head of the lagoon. Also some traders came from the cape, and Tatpan, Martin and Oowkitkoon.

March 10, 1895.—North wind; −10° to −15°. Johnson preached in the village in the forenoon, and in the evening Norwegian services.

March 11, 1895.—Strong northeast wind, with snow flying. Thermometer, 0° to +18°. Kjellmann, Martin, and Mikkel left for Golovin Bay with deer to-day. Service in the evening.

March 12, 1895.—Wind shifting about, settling into a northeast gale during the night. Two services during the day. About noon the Cape Prince of Wales sleds and Lopp's herder left, with Moses in tow. Thermometer, +12° to +20°.

March 13, 1895.—Strong northeast wind, cloudy. Johnson did not leave on account of drifting snow; +10° to +18°.

March 14, 1895.—Light northeast wind, overcast; zero to +12°.

March 15, 1895.—Medium strong north wind, overcast. Johnson and company left at 8 a. m. Thermometer, +5° to +12°.

March 16, 1895.—Wind changing from northeast to southeast; north-northeast, settling at east, cloudy; +2° to +22°. The herd reported all well.

March 17, 1895.—Clear at times, wind continually changing; −10° to −15°. Sunday school in the afternoon.

March 18, 1895.—Clear, with north-northeast wind; −2° to −12°. Frederick was sent up to the herd, as his hip is now healed.

March 19, 1895.—North-northeast wind, clear; −3° to +4°. Charley arrived at 2.30 with letters from Johnson and Kjellmann. They left his place the 15th for Golovin Bay. One deer reported sick of a hurt foot. Mathis asked permission to kill it, but Per was ordered to go and look at it, and if it could be saved to try his best.

March 20, 1895.—Strong north-northeast wind, clear. The deer, a two-year-old gelding, was brought in, killed, and was dressed here and the meat put in the storehouse. The right front hip-joint was dislocated and matter had commenced to form around the joint. Thermometer, −11° to +2°.

March 21, 1895.—The windy corner wide open the entire twenty-four hours; −12° to −4°. Taootuk and Wocksock returned to-night from sealing, minus any seal. Mrs. Kjellmann had a sick headache all day.

March 22, 1895.—Strong north-northeast wind, clear; −21° to 10°.

March 23, 1895.—Medium strong northeast wind, clear, cold; −22° to −14°.

March 24, 1895.—Clear, light east wind; −19° to −8°. The usual Sunday school.

March 25, 1895.—Light southeast wind, clear and nice in forenoon, changing to northeast, and a storm was on the programme; −18° to −6°.

March 26, 1895.—Clear, with north-northeast wind during the night; calm in the forenoon; strong north to north-northeast wind in the evening; −10° to −2°.

March 27, 1895.—North wind, light, clear; −11° to −6°.

March 28, 1895.—Light north wind, clear; −17° to −10°. Per thinks the cows will come in from April 15 and on. Very strong north-northeast wind; some snow flying, clear. The deer which Aslak lost was reported killed by a native and consumed. Thermometer, −22° to −12°.

March 30, 1895.—Very strong northwest to north-northeast wind, overcast with snow flurries; −22° to −8°. Geetaugee was around hunting for four deerskins that had been stolen from him while he was out seal hunting. He suspects Nanugok (the thug) of stealing them. Geetaugee wants to enter a complaint against him when the revenue cutter comes.

March 31, 1895.—Overcast morning and evening, clear the middle of the day. Service and Sunday school. At 5 p. m. Kjellmann and Mikkel arrived with deer. They had left Charley's place at 8 a. m. and crossed the mountains. Martin is expected with a dog sled some time to-night. They left Golovin Bay on Monday noon. Thermometer, −12° to 0°.

April 1, 1895.—Overcast and calm. The man who shot the stray deer proved to be from Nook. He acknowledged the deed and on being told that he would either have to be put in irons or pay for the deer, promised to pay in fox skins before the *Bear* came. Two men had helped him eat it, and their names were taken and told to help pay for the meat. He threatened to commit suicide rather than be put in irons. Thermometer, −12° to zero.

April 2, 1895.—Northwest wind; partly overcast. The "Deerslayer" & Co. were in and each agreed to pay one white fox skin. A sled arrived from Golovin Bay bringing some letters from the States sent from Unalaska by way of St. Michaels. Thermometer, +12° to +4°.

April 3, 1895.—Calm, clear. A woman from the lakes came in with a two-months-old baby for treatment; it was covered with sores from poor care and filth. One of the best sled deer broke a foot to-day, getting entangled in the preceding sled, and had to be killed. Thermometer, −12° to +4°.

April 4, 1895.—Clear, calm; −12° to +4°. Martin was very sick with

rheumatic pains in the hip joint. Frederick was on the sick list from a boil on the knee caused by a neglected frost sore.

April 5, 1895.—Calm, clear; −4° to +10°. About 10 a. m. Aslak, Somby, wife and daughter, left for Charley's place to take care of his herd until June. Taooluk and wife left for down the coast to buy crabs. Two sleds arrived from the cape and one from the lakes.

April 6, 1895.—Variable winds, light, clear, and nice; zero to −14°. Nanugok came down from the cape last night, and had, according to hearsay, threatened to kill Geetaugee this morning. Nanugok was up at the station nearly all day and denied having taken the skins. He said he was going to leave in the morning, as the people were talking too much. After supper he went down to the village and was shot through the breast by Geetaugee and buried in a snow bank north-northeast from the village. There was no excitement in the village. The ladies at the station were somewhat excited over the affair; also the Laplanders.

April 7, 1895.—Sunday. Light southeast wind, clear and nice; −2° to +18°. Services with communion. Sunday school in the afternoon. Per, Sekeoglook, and Wocksock went up to the herd to-night to make preparations for moving the herd.

April 8, 1895.—Strong southeast wind, foggy in the morning, clearing up; −6° to −14°. Mathis, Samuel, Kummuk, and Ahlook left for the herd to-day with five weeks' provisions, as the herd is going up to the Goweerook River. Elektoona will take the provision sled back. Martin and Frederick are getting better.

April 9, 1895.—Clear, calm, bright. Several cape and lake sleds arrived. Moses came back from the cape with letters; −2° to +20°.

April 10, 1895.—Overcast, mild, and calm. Thorwald Kjellmann and Moses brought wood, as Johann's eyes were very bad.

April 11, 1895.—Overcast, calm. Johann's eyes are still bad. Three deer had broken loose from the fastening and shaped their course to the mountains. Koketuk, from the cape, arrived to-day. Thermometer, +8° to +28°.

April 12, 1895.—Strong north-northeast wind; storming. Service in the forenoon. Kummuk senior and his brother-in-law brought tidings from the stray deer, and with Moses were sent out to track them. Johann and Frederick took the rest of the deer and finally caught them near the last camping place. Moses turned back on the way. Thermometer, +4° to −10°.

April 13, 1895.—Strong north wind; snowstorm. Kotetuk left in the morning, and in the evening Netoxite, Mr. Lopp's herder, arrived to bring Brevig's family up on a visit. Zero all day.

April 14, 1895.—Easter Sunday; service and Sunday school. North wind, clear, with a little snow going south; --4° to +4°. Brevigs visited Kjellmanns and Kjellmanns visited the Brevigs.

April 15, 1895.—North wind; clear; −4° to +15°. Elektoona arrived



from the herd and reported all well with the herd; the herders all with sore eyes. Several sleds arrived from the cape and lakes, all wanting lead.

April 16, 1895.—North-northeast wind; snow on the move; −10° to −2°. Taootuk arrived during the night with news from Charley's herd. Brevigs left for the cape at 7 a. m.

April 17, 1895.—Calm, clear; +10° to +6°.

April 18, 1895.—Clear, calm in the forenoon; east wind in the afternoon; +8° to +10°.

April 19, 1895.—Calm, clear, bright; +8 to +15°.

April 20, 1895.—Calm, clear; +12° to +16°. Some Nook people complained that they had nothing to eat and were given some dry tomcod and oil.

April 21, 1895.—Calm and clear; light east wind, with snow in the evening. Oowkitkoon and Sekeoglook came down from the herd without any permission.

April 22, 1895.—Cloudy and calm; a little snow; +8° to +15°. Frank Komeroff, J. A. Dexter's Russian trader, arrived to-day with two dog sleds of barter goods.

April 23, 1895.—Storm from south, with snow and fog; +10° to +25°. Komeroff is doing a brisk trade.

April 24, 1895.—Strong south-southwest wind, with some snow; +20° to −28°.

April 25, 1895.—South-southwest wind in the morning and north wind in the afternoon, with some snow; +18° to +30°. Komeroff's Eskimo man is sick in bed.

April 26, 1895.—Clear and bright, calm; +20° to +28°.

April 27, 1895.—Brevigs returned at 11.30 p. m., having made the trip from the cape in seventeen hours. Cloudy and snowing, with a light northeast wind. Martin cut himself with his own knife. By falling down the knife penetrated the throat, cutting into the flesh quite deep. Thermometer, +25°.

April 28, 1895.—Clear and nice in the morning, with increasing wind from north-northeast, becoming very strong toward night. The usual Sunday service and school. Thermometer, +20° to +10°.

April 29, 1895.—Clear, with drifting snow and very strong north-northeast wind, abating toward night; +4° to +12°.

April 30, 1895.—Clear and bright, with a light north-northeast wind. Komeroff and party left for Golovin Bay, and a sled also left for the cape in the morning. Thermometer, +8° to +20°.

May 1, 1895.—Clear and bright, with a light northwest wind. Elektoona is sick with diarrhea. Thermometer, +12° to +28°.

May 2, 1895.—Clear, calm day; −12° to −30°. Mathis Eira arrived from the herd, having been one day and two nights on the way. He reported 65 fawns, of which one was stillborn and one was killed because it had a twin brother, and the mother would only care for one.

The third was killed in the herd by being kicked by another deer. The deer are thriving, and the pasturage is splendid. The herd are in a protected place where the winds can not blow. Two cape sleds and Charley arrived toward evening.

May 3, 1895.—Clear and bright, with a light south-southeast wind changing to east-northeast; +12° to +32°. Elektoona quite sick.

May 4, 1895. Clear and bright; south-southeast wind; +10° to +31°. Charley left at 9 a. m.

May 5, 1895.—Clear and bright, thawing in the sun; +15° to +35°; calm during the day; strong north-northeast wind after sunset. The usual Sunday school and service.

May 6, 1895.—Partly overcast, a strong wind during the night from the north; +15° to +35°; thawing a little. A sled arrived from Unalokleet. Mathis Eira left for the herd with provisions.

May 7, 1895.—Overcast, with occasional glimpses of the sun. The wind changing from northwest to north-northeast, southeast, back to northeast; +25° to +33°. Signs of thawing. Taootuk returned from seal hunting in the night with his wife, but minus all signs of seal. Elektoona went up to the herd with two weeks' provisions for the herd. Taootuk and Martin also went up to stay with the herd. Wocksock and Kummuk came home. Several sleds were on the move toward the sandpit with all their possessions.

May 8, 1895.—Clear and bright, with a light thaw; +20° to −36°. South wind, changing to northeast. The natives all seem to be on the move from Nook and the lakes. Kjellmann and the Lapps have been hauling timber for the schoolhouse.

May 9, 1895.—Clear and bright, with a chilly northeast wind; thawing a little in the sun in protected places; +22° to +30°. The Lapps received their provisions with joy.

May 10, 1895.—Clear and bright, with a light north-northeast wind. Mrs. Brevig celebrated her birthday by having a severe headache all day. The Nook "deer-slayer" brought tidings that he had seen two deer and a young fawn on the other side of the mountains south of the bay heading this way, and he, with Mikkel and Johann, were sent out with four deer to see if they could catch them and ascertain to which herd they belonged. Thermometr, + 22° to +29°.

May 11, 1895.—Overcast, with thick fog in the mountains; +18° to −31°. The Lapps and companion returned at 9.30 p. m., having followed the track of the deer all day, but never caught sight of them. A native reported that he had seen them pass northwest under the hills near the station one hour before the party returned.

May 12, 1895.—Clear and bright; thawing in the early afternoon; sharp, cutting north wind in the evening. The sighted deer were followed all day by the Lapps. Moses could not keep up and came home in the afternoon. The usual Sunday exercises. The herd was reported moved 10 miles nearer the station; 100 fawns, 4 dead. Thermometer, +20° to +35°. Letters arrived from Mr. Lopp.

+38
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May 13, 1895.—Clear, north wind. The stray deer were around the last camping place before Charley's herd left, and the deer had been tethered near by so that they should not scatter; but they had only circled around them, without coming near them, and turned northwest again, passing behind the hills. Thermometer, +25° to +26°.

May 14, 1895.—Clear and calm in the forenoon, with rising northeast wind in the evening; +14° to +33°. The deer have turned back again to the camping place and will be watched there until the herd returns.

May 15, 1895.—Clear and calm, +18° to +36°. The new schoolhouse was begun. Mikkel was out after the stray deer, without seeing them.

May 16, 1895.—Clear, with a very light northeast wind, growing stronger toward evening; +18° +35°. The deer were sighted behind the hills, but were very wild and could not be approached within half a mile.

May 17, 1895.—Partly overcast, with north-northeast wind during the night. Frederick, Kummuk, and Moses took a cook stove out to the proposed winter quarter for the herd, to be used for a herder's house. The natives have with one or two exceptions moved out of their huts, and are quartered on the beach or have moved to the sand-pit. School closed to-day. Oowkitkoon came with letters from the herd; all well. Thermometer, +19° to +31°.

May 18, 1895.—Overcast, with a chilly northeast wind; +18° to +30°. Trading sleds arrived from Cape Prince of Wales with letters from Mr. Lopp. Mrs. Kjellmann was sick from a headache.

May 19, 1895.—Overcast in the afternoon; mild and thawing; +23° to +40°. The usual Sunday service and school. The stray deer are yet behind the hills. Oowkitkoon started for the herd to-night.

May 20, 1895.—Cloudy and overcast, with south wind. Aslak Somby came back from Charley's about noon, and reported 77 fawns born, of which 2 were dead. He had been on the way since the 16th, having lost his way in the fog on the mountains. A fine, drizzling rain nearly all day; +42° all day; no frost in the morning.

May 21, 1895.—Clear, with a light southeast wind; +30° to +38°.

May 22, 1895.—Cloudy and raining part of the day; wind changing from southeast to north-northeast; —45°. Aslak and Frederick have been out looking for the stray deer, which are now moving toward the herd. Kjellmann made a few bricks to-day.

May 23, 1895.—Clear and bright until 6 p. m., when it clouded over and began to rain; strong north-northeast wind all day; +42°.

May 24, 1895.—Wind south and north; clear and mild; +51° at noon, thawing; colder at sunset, 10 p. m.

May 25, 1895.—Clear and calm, a very fine day; +50° at noon. Samuel and Taootuk came in from the herd and reported 132 calves born, 122 from old deer and 11 from young fawns. The herd is now near the foot of Grantley Harbor.

May 26, 1895.—Clear and calm in the forenoon; cloudy, with rising wind in the afternoon; northeast wind; +41° at noon, with a light

frost last night. The usual Sunday service and school. Aslak saw the stray deer near the first camping place in the fall.

May 27, 1895.—Clear, with a light northwest wind, veering to northeast; light frost last night; +30° to +42°. Johann, Frederick, Mikkel, and Wocksock went for logs again to-night. Kummuk returned to-night. The herd is now near the last camping place. Martin came in with Kummuk. A yearling cow brings forth a stillborn fawn. Light frost in the night.

May 28, 1895.—Strong northeast wind, clear and bright; +45°. Samuel, wife and child, and Martin went to the deer camp to-night.

May 29, 1895.—Clear, with a light north wind; −52°. Frederick, Mikkel, Johann and Aslak, Moses, and Kummuk went after logs late last night and are to make another trip again to-night.

May 30, 1895.—Clear, with a light north wind. The log cavalcade came home about 2 a. m. and left again at 4 a. m. Light frost; +52° at noon.

May 31, 1895.—Clear, calm; light frost in the night; +54° at noon. The log party returned to-night; they have brought some very nice logs. Salting seal blubber and drying the skins have been the order of the day for the Eskimo herders for two days.

June 1, 1895.—Overcast, with strong north-northeast wind. Early in the morning we got letters from Mr. Lopp. Per and Ah!ook arrived from the herd. Per reported 131 fawns living and 13 dead, of which 9 were from the yearling cows.

June 2, 1895.—Clear and bright, with a strong north-northeast wind all night and day. Sunday services, but no Sunday school, as most of the herders were out. The toothache is making the station a much-felt call.

June 3, 1895.—Clear, with a light west wind; heavy frost last night. Per and Aslak went out to the herd; Frederick and Wocksock picked moss.

June 4, 1895.—Clear and bright, with a breath of wind from west. In the afternoon a cold, chilly fog came in from the northwest. A little cleaning up around the house was indulged in.

June 5, 1895.—Clear, bright, and calm. Toward night it clouded up from the south, with a little wind. Aslak came home with 7 deer, to be used in hauling logs.

June 6, 1895.—Overcast and calm, with a few drops of rain. Wocksock, Kummuk, Frederick, Aslak, and Thorwald Kjellmann went after logs. In the evening Jenny Kjellmann celebrated her sixth birthday by inviting her neighbors to supper.

June 7, 1895.—Cloudy, with showers all night and day; calm, and at times foggy. The log party returned at 9 a. m. Brevig and Thorwald Kjellmann went out for logs in the evening.

June 8, 1895.—Calm and foggy, rain and cloudy. The Alaska summer is here in all its abundance of rain and fog. Brevig and Kjellmann

returned at 7 a. m. with a log 36 feet long and 14 inches in diameter at the smallest end. Frederick, Aslak, Kummuk, and Wocksock went hunting at 4 p. m., followed by A. A. Kjellmann at 6 p. m.

June 9, 1895.—Calm and foggy. The sun showed his benign countenance once for six minutes and the rest of the day we basked in fog. The usual Sunday service and school. A boy from Kinnowgok reported two Russian men-of-war lying in the straits waiting for the ice to clear to come in here and take all the deer back to Siberia. Mathis reported one fawn born.

June 10, 1895.—Calm and foggy. Taootuk, Elektoona, and Ahlak went to the herd. Kjellmann went to Point Jackson to get some material for his boat. Mathis and Ahlak went to the old corral to plant turnips and rutabaga seed.

June 11, 1895.—Light west wind; overcast. Taootuk came home late last night very sick. Ahlook and Mathis came home to-day.

June 12, 1895.—Light west wind; cloudy, with thick fog on the hills. At 8.30 p. m. it snowed some. Thorwald Kjellmann has commenced a boat for his own use. Taootuk is a little better.

June 13, 1895.—Cloudy in the forenoon, with light west wind; clearing up at noon, with northerly wind; a light frost in the evening.

June 14, 1895.—Clear until 4 p. m., when it clouded over, with a light east wind. Frederick and Aslak were sent out looking for the two stray deer. Moses painted the little *Bear* (whaleboat).

June 15, 1895.—Overcast until 6 p. m., when a strong north-northeast wind commenced to blow. The flag halyard was put in order, and Moses smeared some paint on the roof of the house. Aslak and Frederick have not returned yet.

June 16, 1895.—Clear and calm, a beautiful day; a strong northeast wind all night. The usual service and Sunday school. The net was set in an open space near shore in hopes that there was fish in the ocean.

June 17, 1895.—Cloudy and overcast, with a light west wind, turning to south in the evening; fog at times. A general cleaning up was indulged in. The movement of the ice is watched with eager eyes. Per and Ahlook came in late from the herd

June 18, 1895.—Strong west wind all night and day, with fog, snow, and sleet in the afternoon. The ice had been packed up on this shore during the night. Per, Ahlook, and Frederick went out to the herd. Berit, Johann's little daughter, is getting stiff in the arms and feet. The new boat was launched to-day.

June 19, 1895.—Clear in the forenoon; fog in the afternoon, with a chilly west wind.

June 20, 1895.—Clear in the morning, followed by a cold fog from the sea, with light northwest wind. Wocksock shot a seal outside the station. Mrs. Kjellmann is sick with a severe cold.

June 21, 1895.—Overcast in the morning, clearing up about noon.

Light west wind, becoming northeast and strong after 6 p. m., taking the ice from the shore. Kjellmann, Johann, Mikkel, and Mathis went out to Arkmore River to fish for trout.

June 22, 1895.—Clear and bright, with a light west wind in the afternoon; the sun set at 10.50 p. m. and appeared again at 1.50 a. m. (My watch must be twenty minutes fast.) Kjellmann and party returned at 7 this morning with considerable smelt. Martin, Elektoona, and Sekeoglook came in from the herd at 1 a. m. Grantley Harbor and the north half of the bay is now free from ice.

June 23, 1895.—Clear and nice in the early morning, with fog and light west-northwest wind all day. The ice is coming back in small cakes. No service, but Sunday school.

June 24, 1895.—Light west wind, with foggy weather; a clear spell in the afternoon. Frederick, Taootuk, Sekeoglook, Martin, and Elektoona went up to the herd in the canoe. Wocksock, Kummuk, and Sekeoglook each shot a seal to-night. The bay is filled with floating ice.

June 25, 1895.—Clear and calm, with very nice weather. Considerable codfish was caught last night and is being strung to-day. The ice is meandering around the bay with the tide.

June 26, 1895.—Clear and calm; a beautiful day, clouding in the evening. At 5 a. m. some natives came and reported "Umeakburk;" two steamers were nearing the anchorage. A sail was seen toward Kings Island, and during the day two more steamers arrived. Several barrels of tomcod were caught in one draw of the seine last night.

June 27, 1895.—Rain all night; cloudy, with west-southwest, south to southeast wind. At noon I took the whaleboat and five natives and went over to the ships and called on the whalers *Orca* and *Karluk*, arriving at the station at 1 a. m. (28th). I got some papers from the *Orca*.

June 28, 1895.—Cloudy, with a little rain; strong south to southwest wind. One steamer had anchored during the night. Samuel, Oowkitkoon, and Ahlook went out to the herd.

June 29, 1895.—Clear, cloudy, warm, cold, windy, calm, sunshine, foggy, and a little rain. Per and Martin came in from the herd. The natives are congregating on the beach again and preparing for the fishing season.

June 30, 1895.—Clear, with west-southwest wind, clouding over at sunset. The usual service and Sunday school. The steamer *Jeannie* arrived at the anchorage at 8 p. m. A boat's crew from the *Jeannette* is encamped on shore, fishing.

APPENDIX G.

METEOROLOGY AT TELLER REINDEER STATION.

Date.	Temperature.		Wind.		Remarks.
	A. M.	P. M.	Course.	Force.	
1894.	°	°			
Oct. 15	.....	20	.....	Calm	Clear, nice day.
16	19	23	E	Strong	Overcast.
17	23	42	E	Gentle	Clear, nice.
18	25	38	E	.....do	Do.
19	26	40	N	Zephyr	Do.
20	22	29	.....	Calm	Cloudy, with snow flurries.
21	25	40	.....	.....do	Clear.
22	19	33	.....	.....do	Do.
23	10	30	.....	.....do	Do.
24	12	26	.....	.....do	Do.
25	10	22	SE. to SW	Medium	Cloudy, gloomy day.
26	10	20	NE	Light	Clear.
27	6	18	SE	.....do	Cloudy, snow flurries.
28	8	16	W	Very light	Do.
29	0	2	.....	Calm	Clear and cold.
30	— 2	12	.....	.....do	Partly overcast.
31	8	20	NE	Strong	Cloudy, snowing in afternoon.
Nov. 1	14	30	.....	Calm	Clear, very fine day.
2	0	8	E	Strong	Clear.
3	8	28	E	Light	Do.
4	0	8	E	Very light	Do.
5	— 2	2	E	Calm	Do.
6	— 2	2	.....	.....do	Do.
7	10	20	NE	Light	Overcast.
8	10	22	N	Strong	Cloudy.
9	10	10	N	.....do	A full-fledged snowstorm.
10	10	10	N	Gale	Snowstorm.
11	9	9	N	Strong	Cloudy.
12	10	16	NW	Light	Cloudy, snow flurries.
13	9	21	SW., W., NW	.....do	Cloudy, some snow.
14	20	31	SW. to NW	.....do	Do.
15	18	2	NE., E., SE	Strong	Clear.
16	0	0	NE	Gale	Clear, snow drifting.
17	—12	— 2	NE	Strong	Cloudy.
18	— 8	— 4	SE	Light	Clear.
19	— 8	22	SE., N	Light forenoon; strong afternoon.	Do.
20	—12	20	N	Strong	Clear, with cold mist in evening.
21	— 2	12	NW	Strong gale in the night.	Cloudy, snow flurries.
22	— 4	— 2	N	Medium	Clear.
23	—12	— 2	NE	Light	Cloudy.
24	18	22	SSE	Gale	Snowing.
25	28	24	SW., SE	Very strong	Clear morning, becoming cloudy.
26	22	26	SE	Strong	Cloudy.
27	0	0	Continually changing		Clear.
28	0	0	E	Strong	Cloudy, snow flurries.
29	18	26	NE	.....do	Clear.
30	15	25	.....	Calm	Cloudy.
Dec. 1	14	22	E	Light	Cloudy, some snow.
2	12	2	N	Strong	Partly overcast.
3	4	10	NW	.....do	Raw mist.
4	— 6	—11	NW	.....do	Cold, blustering day
5	— 8	—12	NW	.....do	Cloudy.
6	— 9	—18	.....	Calm	Clear, cold.
7	—22	—21	.....	.....do	Do.
8	—23	—18	.....	.....do	Do.
9	—26	—17	.....	.....do	Do.
10	—20	—17	.....	.....do	Do.
11	—14	—21	.....	.....do	Do.
12	—14	—20	NW	Light	Do.
13	—13	—18	.....	Calm	Clear, hazy.
14	—14	—25	N	Light forenoon; gale afternoon.	Clear, snow flying in afternoon.

METEOROLOGY AT TELLER REINDEER STATION—Continued.

Date.	Temperature.		Wind.		Remarks.
	A. M.	P. M.	Course.	Force.	
1894.	°	°			
Dec. 15	—20	—20	E	Light	Clear.
16	—14	2	E	Gale	Snowing and drifting in afternoon.
17	— 8	—14	W	Medium	Clear.
18	—14	—18		Calm	Do.
19	—14	30	NE., S	Very strong	Stormy, snowing in the evening.
20	+22	18	SW	Light	A nice day, with a little snow in the evening.
21	18	— 2		Calm	Clear and pleasant; sun rose 11.40 a. m., set 2.50 p. m.
22	— 6	10	SE	Light	Cloudy.
23	.....	.....	SW., NE., SE	do	Cloudy, with some snow.
24	26	30	NE	Very light	Clear and pleasant.
25	30	31	S., SW	Gale in evening	Cloudy, with rain and sleet in evening
26	10	21	NE	In gusts	Cloudy, with snow flying.
27	20	28	NE	Very strong	Cloudy, with sleet.
28	24	30	NE	do	Cloudy, snow in evening.
29	—19	—23		Calm	Cloudy and raw, clearing up after dark.
30	10	14		do	Clear, nice, and pleasant.
31	2	4		do	Clear, very nice.
1895.					
Jan. 1	— 2	10		do	Clear, bright, and sunny.
2	— 4	2		do	Do.
3	— 6	4	NE	Light	Do.
4	9	16		Calm	Foggy.
5	— 5	8		do	Clear.
6	— 2	8		do	Foggy.
7	—11	— 2		do	Clear.
8	— 9	2		do	Foggy.
9	— 3	0	NNE	Medium	Clear.
10	—15	3	N	do	Clear afternoon, overcast forenoon.
11	—17	—22	N	Strong	Partly overcast.
12	—23	—29	NW	do	Stormy.
13	—24	—30	NW	do	Clearing after dark.
14	—31	—33	NE., E., SE	Light	Clear.
15	—15	—15	SE	do	Cloudy.
16	— 6	0		Calm	Cloudy, with snow flurries; two hours sunshine.
17	— 9	—19		do	Clear.
18	—19	—16	SE	Light	Do.
19	—18	—14	SE	do	Cloudy.
20	10	14	SE	Strong	Cloudy, some snow.
21	22	28	SE	Gale	Snow and sleet.
22	14	26		Calm	Overcast, clearing toward dark.
23	0	4		do	Clear.
24	4	— 3	N	Calm forenoon; strong afternoon.	Do.
25	— 2	6	NNE	Strong	Do.
26	10	15	NNE	Gale	Snow falling and flying.
27	16	22	NNE	Very strong	Blizzard.
28	4	4	NNE	do	Stormy and drifting.
29	4	0	NNE	do	Do.
30	— 5	— 2	NNE	do	Do.
Feb. 1	— 4	—10	NNE	do	Snow drifting.
2	— 4	2	NNE	do	Do.
3	5	—10		Calm	Clear and bright.
4	— 3	2	NNE	Strong	Partly overcast.
5	— 4	—10	N	do	Do.
6	—18	—14	N	do	Stormy and overcast.
7	—22	—23	NNW	Gale	Blizzard.
8	—24	—20	N	Strong	Snow flying some.
9	—26	—20		Calm	Clear and bright.
10	—16	—18	NNE	Gale	South side of house entirely blockaded.
11	— 2	12	NNE	Very strong	Snow flying.
12	—24	16		Calm	Overcast.
13	20	14		do	Clear, very nice day.
14	—10	4	N	Strong	Clear.
15	0	— 2	N	do	Snow flying.
16	— 2	— 8	NNE	do	Clear, with a little snow flying.
17	— 6	— 8	N	Very strong	Clear.
18	—18	—14	N	Gale	Cloudy. A shock of earthquake at 5 p. m.
19	—16	—14	NNE	Calm	Clear.
20	—20	— 6	NNE., ESE	Light	Do.
21	20	24	SE	do	Do.
22	12	3	NNE	Strong	Cloudy, with snow flying.
23	— 8	0	NNE	do	Snow flying.

METEOROLOGY AT TELLER REINDEER STATION—Continued.

Date.	Temperature.		Wind.		Remarks.
	A. M.	P. M.	Course.	Force.	
1895.	°	°			
Feb. 24	—18	—19	NNE	Strong	Snow drifting.
25	—20	—16	NNE	do	Clear.
26	—20	—22	N	Light	Do.
27	—24	—15		Calm	Do.
28	—21	— 6	N	Light	Overcast.
Mar. 1	—14	20	E	Strong	Do.
2	22	33	E	do	Clear forenoon.
3	10	25		do	
4	25	25	S., N	Medium	Clear part of the day, some snow.
5	25	33	SE. to S	do	Rain in the night, snow and sleet today.
6	10	25	E., SE., SW	do	Cloudy.
7	25	25	SSW	do	Cloudy, some snow.
8	10	26		Calm	Clear, very pleasant.
9	12	22	NNE	Very strong	Clear and nice.
10	—10	—15	N	do	Stormy.
11	0	18	NE	Strong	A little snow.
12	10	18	NE	Gale	Snow flying.
13	12	20	NE	Strong	Overcast.
14	5	12	N	Medium	Overcast, snow drifting.
15	0	12	NE	do	Partly overcast.
16	2	22	NE., ESE., N., NEE.	At times strong	Cloudy.
17	—10	—15	Changing	At times calm	Partly overcast.
18	—20	—12	NNE	Medium	Strong.
19	— 3	4	NNE	do	Clear.
20	—11	2	NNE	Strong	Do.
21	—12	— 4	NNE	Very strong	Do.
22	—21	10	NNE	Strong	Do.
23	—22	—14	NNE	Very strong	Do.
24	—19	— 8	E	Very light	Do.
25	—18	— 6	SE, NE	Light forenoon; strong evening.	Stormy toward night.
26	—10	— 2	NNE	Strong	Clear.
27	—11	— 6	NNE	Medium	Do.
28	—17	—10	N	Light	Do.
29	—22	—12	NNE	Very strong	Clear, snow flying.
30	—22	— 8	NW., NNE	do	Overcast, snow flurries.
31	—12	0	NNE	Medium	Clear in the middle of the day.
Apr. 1	—12	0		Calm	Overcast morning and evening.
2	—12	— 4	NW	Medium	Partly overcast.
3	—12	4	N	Light	Clear.
4	—12	4	Changing	do	Do.
5	— 4	10		Calm	Do.
6	0	4	SE	Light	Very fine.
7	— 2	18	SE., E	do	Clear, cloudy in evening.
8	—16	—14	SE	Strong	Foggy, clearing and nice.
9	— 2	20		Calm	Clear and bright.
10	6	25		do	Snow falling and overcast.
11	8	28		do	Overcast.
12	4	10	NNE	Strong	Stormy, some snow.
13	0	0	N	do	Snow dancing.
14	— 4	4	N	Medium	Snow going south.
15	— 4	15	N	do	Clear.
16	—10	2	NNE	do	Snow flying.
17	10	16		Calm	Clear.
18	8	10	E. in afternoon	Medium	Do.
19	8	15		Calm	Do.
20	12	16		do	Do.
21	8	20	E	Very light	Calm forenoon.
22	8	15		Calm	A little snow.
23	10	25	S	Strong	Snowstorm.
24	20	28	SSW	do	Storm, snow, and fog.
25	18	30	SSW., N	do	Some snow.
26	18	30		Calm	Clear.
27	25	25	NE	Light	Cloudy, with some snow.
28	20	10	NNE	do	Clear in morning.
29	4	12	NNE	Gale	Snow flying.
30	8	20	NNE	Light	Clear and bright.
May 1	12	28	NW	do	Do.
2	12	30		Calm	Clear.
3	10	31	SSE	Light	Do.
4	12	32	SSE., ENE	do	Do.
5	15	35	NNE	Strong	Do.
6	15	35	NNE., N	do	Partly overcast.
7	20	33	NNW., NNE	Medium	Overcast.
8	20	36	S., NE	Light	Clear.
9	20	30	NE	do	Do.

METEOROLOGY AT TELLER REINDEER STATION—Continued.

Date.	Temperature.		Wind.		Remarks.
	A. M.	P. M.	Course.	Force.	
1895.	°	°			
May 10	22	29	NNE	Light	Clear.
11	18	31		Calm	Overcast, fog in mountains.
12	20	35	N	Strong	Clear, some snow flying.
13	25	36	N	Light, rising	Clear.
14	14	33	NE	Rising	Calm forenoon, clear.
15	18	36		Calm	Clear.
16	18	35		do	Do.
17	19	31	NNE	Medium	Overcast part of the day.
18	18	30	NNE	do	Overcast.
19	23	40		Calm	Do.
20	42	42	S	Light	Cloudy.
21	34	40	SE., NNE	do	Rain part of the day.
22	45	45	SE	do	Cloudy.
23	45	45	SE	do	Do.
24	.....	51	S., N	do	Clear.
25	.....	50		Calm	Do.
26	.....	41	N. in evening	do	Cloudy night.
27	30	42	NW	Light	Clear.
28	.....	45	NE	Strong	Do.
29	.....	52	N	Light	Do.
30	.....	52	N	Very light	Do.
31	.....	54		Calm	Do.

APPENDIX H.

ACTION OF THE NATIONAL EDUCATION ASSOCIATION.

The National Education Association (representing the 400,000 public school teachers of the United States), in session at Denver, Colo., July 9 to 12, 1895, passed the following resolution:

Resolved, That we heartily approve the efforts to educate Alaskans, and especially in the care and use of reindeer as an industry and as a means of saving them from starvation and affording them food, raiment, shelter, and transportation; and that we believe Congress should extend to Alaska aid in settling the questions of productive industry by experiment stations, as it now aids in the other Territories and and in the several States by its appropriations for agricultural stations.

ACTION OF THE LAKE MOHONK CONFERENCE.

At the thirteenth annual meeting of the Lake Mohonk Conference, October 9 to 11, 1895, the following action was taken:

We note with satisfaction that the experiment of introducing reindeer into Alaska has proved a marked success. But the supply of reindeer is as yet totally inadequate for the needs of the natives. The sum hitherto appropriated has been but $7,500 a year, sufficient only to purchase 150 reindeer and pay the expenses of the herders. We therefore earnestly second the request of Commissioner Harris that the appropriation be increased and that Congress set aside for this coming year for the purchase and maintenance of reindeer the sum of $20,000.

Resolved, That we specially commend the work of the field matrons as productive of the best good of the Indian communities, through the instruction and elevation of the Indian women, and in that respect particularly necessary. We urge substantial additions to the appropriation for their support and that their number may be largely increased.

ACTION OF THE BOARD OF INDIAN COMMISSIONERS.

The following resolution was adopted at the conference of the Board of Indian Commissioners and the friends of the Indians in session at Washington, D. C., January 15, 1896:

Resolved, That this conference most earnestly urges upon Congress larger appropriations for education in Alaska and for the more rapid introduction of domestic reindeer in that region.

Sketch Map of ALASKA

Prepared for U.S. Bureau of Education

By the U.S. Coast and Geodetic Survey

To accompany Reindeer Report by Sheldon Jackson, D.D.

U.S. General Agent of Education

in Alaska

1895

EASTERN SIBERIA

POLAR SEA

BERING SEA.

ALASKA

BRITISH AMERICA

YUKON

Herds of Domesticated Reindeer

Land of the Tchuktchees

Herds of Domesticated Reindeer

Land of Koraks

Gulf of Anadir

Good Pasturage for Reindeer

Good pasturage for Reindeer

Arctic Circle

Kotzebue Sound

Norton Sound

Bristol Bay

Cook Inlet

Wrangell I.

Herald I.

Pt. Barrow (Presbyterian)

Pt. Belcher

Mackenzie R.

Ft. Mc Pherson (Ch. of England)

La Pierre House

Rampart House (Ch. of England)

Porcupine River

Ft. Yukon

Circle City

Fort Reliance

Ft. Selkirk (Ch. of England)

C. Lisburne

Pt. Hope (Episcopal)

Noatak R.

C. Serre

Village

Utan

Archauin

Whalen Bay

East Cape

Kowak R.

Cape Blossom

Reindeer Station

Cape Prince of Wales (Congregational)

Teller Reindeer Station

Port Clarence

C. Nunyamo

St. Lawrence Bay

C. Nagukinune

Senuranne Spit

Indian Pt.

Cape Nome Reindeer Station

Swedish Evangelical

Nulato (Roman Catholic)

Kangekhouwk (Swedish Evangelical)

Unalaklik (Swedish Evangelical)

St. Michael (Greek Catholic)

Anvik (Episcopal)

Sacred Heart (Roman Catholic)

Koserefsk (Greek Catholic)

Ikogmute Mss. (Greek Catholic)

Uhkamute (Roman Catholic)

Oogoyigamute (Greek Catholic)

Ikogmiut (Moravian)

Bethel (Moravian)

C. Vancouver (Roman Catholic)

Quinehaha (Moravian)

Nunivak I.

St. Matthew

St. Paul

Pribilof Ids.

St. George

Carmel (Moravian)

Katmai

Karluk

Kodiak

Wood I.

Unimak I.

Belkofski (Greek Catholic)

Pavlof

Shumagin Ids.

Attu

Agattu

Kyska

Amchitka

Tanaga

Kanaga

Adakh

Atka

Unalaska

Makushotsk (Greek Catholic)

Unalaska (Greek Catholic)

Unimak

ALEUTIAN ISLANDS

Kenai

Nuchek

Mt. St. Elias 18000

Yakutat (Swedish Evangelical)

Chilkoot

Chilkat

Haines (Presbyterian)

Hoonah (Presbyterian)

Fort Wrangell (Presbyterian)

Sitka (Presbyterian)

Metlakahtla (Episcopal)

Fort Simpson (Presbyterian)

Jackson (Presbyterian)

Masset (Ch. of England)

Queen Charlotte Is.

530 Statute Miles

770 Statute Miles

816 Statute Miles

560 Statute Miles

584 Statute Miles

282 Statute Miles

633 Statute Miles

1278 Statute Miles

To San Francisco 2389 Statute Miles

Statute Miles

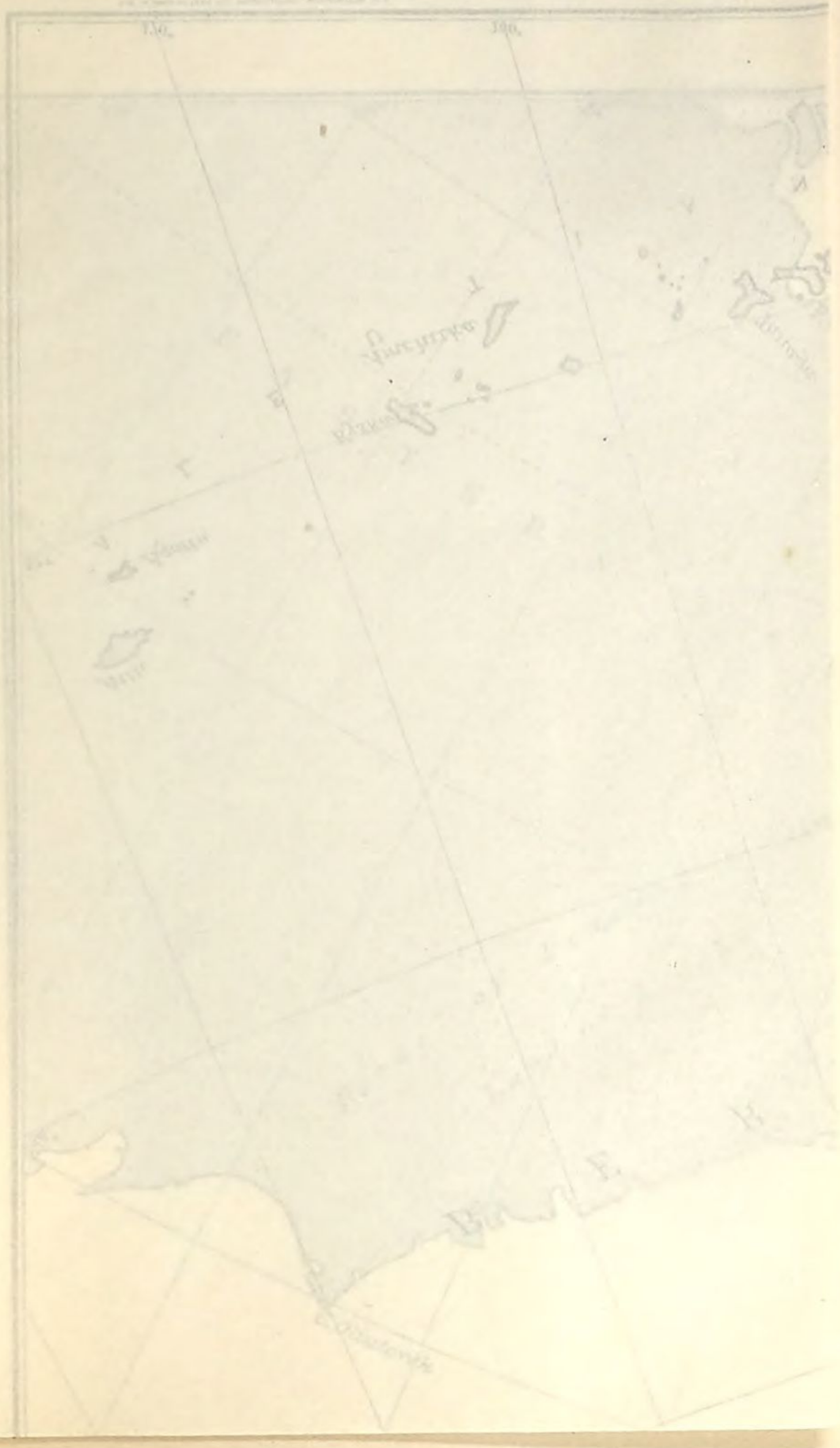
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64° 60° 56° 52°

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 112.

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In response to resolution of the Senate of December 18, 1895, a report by the Secretary of State accompanied by copies of correspondence relative to the establishment or attempted establishment of post routes by Great Britain or the Dominion of Canada over or upon United States Territory in Alaska.

FEBRUARY 10, 1896.—Referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate of the United States:

I transmit herewith, in answer to the resolution of the Senate of December 18, 1895, a report by the Secretary of State, accompanied by copies of correspondence touching the establishment or attempted establishment of post routes by Great Britain or the Dominion of Canada over or upon United States territory in Alaska; also, as to the occupation, or attempted occupation, by any means, of any portion of that territory by the military or civil authorities of Great Britain or of Canada.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, February 10, 1896.

The PRESIDENT:

The undersigned, Secretary of State, to whom was referred on the 6th ultimo a resolution of the Senate, in the following terms:

IN THE SENATE OF THE UNITED STATES,
December 18, 1895.

Resolved, That the President is requested, if not incompatible with the public interests, to communicate to the Senate all diplomatic correspondence and other information officially possessed by this Government, respecting the establishment or attempt to establish post routes by Great Britain or the Dominion of Canada over or upon United States territory in Alaska; also respecting the occupation or attempted occupation by any other means of any portion of such territory by the military or civil authorities of Great Britain or the Dominion of Canada; also respecting any other attempt by Great Britain or the Dominion of Canada to assert any claims to territory of the United States in Alaska,

Has the honor to report as follows:

The Department of State is not officially possessed of any diplomatic

correspondence or other information respecting the establishment of, or any attempt to establish, post routes by Great Britain or the Dominion of Canada over or upon United States territory in Alaska.

Deeming it possible that the Postmaster-General might be able to impart some information touching this particular feature of the Senate's inquiry, I addressed a letter to Mr. Wilson upon the subject. I inclose a copy of his reply, of January 31, 1896, from which it appears that one round trip by carrier was contemplated from Victoria, British Columbia, via Juneau, Alaska to Fort Cudahy.

The Department of State is not officially possessed of any authentic correspondence or other information respecting any occupation or attempted occupation, by other means than the establishment of post routes, of any portion of United States territory in Alaska by the military or civil authorities of Great Britain or the Dominion of Canada. The only diplomatic correspondence on file having even a remote relation to this branch of the Senate's inquiry was exchanged in June, 1895, when, at the instance of the Governor-General of Canada, the British Ambassador at this capital asked that customs facilities be accorded a detachment of twenty mounted police en route for the Canadian section of the Yukon country, passing to its destination by way of Seattle, in the State of Washington, and St. Michaels, Alaska, and thence ascending the Yukon River to the boundary. The desired facilities were promptly accorded by the Secretary of the Treasury, and the British Ambassador was so informed. Copies of the correspondence in question are appended.

The Department of State is not officially possessed of any diplomatic correspondence or other information respecting any other attempt of Great Britain or the Dominion of Canada to assert any claims to territory of the United States in Alaska, either by occupation or attempt to occupy such territory or otherwise.

Respectfully submitted.

RICHARD OLNEY.

DEPARTMENT OF STATE,
Washington, February 10, 1896.

LIST OF PAPERS.

Incident of the transit of Canadian mounted police over United States Territory.

1. Sir Julian Pauncefote to Mr. Uhl, June 2, 1895.
2. Mr. Uhl to Viscount Gough, June 6, 1895.
3. Viscount Gough to Mr. Uhl, June 11, 1895.

Carriage of Canadian mail over United States Territory by Canadian carrier.

1. The Postmaster-General to Mr. Olney, January 31, 1896.

INCIDENT OF THE TRANSIT OF CANADIAN MOUNTED POLICE OVER UNITED STATES TERRITORY.

Sir Julian Pauncefote to Mr. Uhl.

WASHINGTON, *June 2, 1895.* (Received June 3.)

MY DEAR MR. UHL: I have the honor to transmit a copy of a telegram which I have received from the Earl of Aberdeen, Governor-General of Canada, in which his excellency asks that the United States Government should oblige the Canadian Government by granting cer-

tain customs facilities in the passage of an assignment of stores, including rifles, through the United States territory.

I trust that the request which I have now the honor to lay before you will meet with the same favorable consideration on the part of the United States Government as similar requests made by me on previous occasions.

I have only to call attention to the somewhat urgent nature of the matter in the hope that, should there be no objection, the required instructions may be telegraphed at the earliest possible moment.

Believe me, yours, truly,

JULIAN PAUNCEFOTE.

[Inclosure—Telegram.]

Governor-General of Canada to Sir Julian Pauncefote.

OTTAWA, ONTARIO, *June 1, 1895.*

A detachment of twenty members of the mounted police leave Regina to-day en route for the Canadian section of Yukon country. To arrive at their destination by the most convenient route at present available, they must embark at Seattle, State of Washington, and transship at St. Michaels, Alaska; their stores, including rifles, being forwarded as freight by the same route.

It would greatly facilitate the passing of such stores through the United States of America if instructions were issued by the Treasury Department to the customs officers at entry and at place of transshipment.

The object of the expedition being the maintenance of order in Canadian mining country adjacent to the United States, Territory of Alaska, I hope no difficulties in having requisite instructions telegraphed.

Full particulars by post.

ABERDEEN.

Mr. Uhl to Viscount Gough.

DEPARTMENT OF STATE,
Washington, June 6, 1895.

MY LORD: Referring to the ambassador's note of the 2d instant, I have the honor to inform you that the Treasury has given telegraphic instructions to the deputy collector of customs at Seattle, in the State of Washington, to allow stores, including rifles, for 20 Canadian mounted police, to be entered at that port in transit for shipment via St. Michaels Island, Alaska, to the Canadian section of the Yukon country. The deputy collector of customs at Seattle has also been instructed to send advices by steamer to the customs officers at St. Michaels Island in regard to the matter.

I have, etc.,

EDWIN F. UHL,
Acting Secretary.

Viscount Gough to Mr. Uhl.

NEWPORT, R. I., *June 11, 1895.*

SIR: I have the honor to acknowledge the receipt of your note of the 6th instant, informing me of the steps taken by the Secretary of the Treasury to facilitate the passage of stores for 20 Canadian mounted police.

I beg that you will express to Mr. Secretary Carlisle my sense of the courtesy he has shown in this matter.

I have, etc.,

HUGH GOUGH.

CARRIAGE OF CANADIAN MAIL OVER UNITED STATES TERRITORY BY CANADIAN CARRIER.

The Postmaster-General to Mr. Olney.

OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., January 31, 1896.
(Received February 1.)

SIR: I have the honor to acknowledge receipt of your letter of the 28th instant, inclosing a copy of Senate resolution of December 18, 1895, asking for certain data respecting the Territory of Alaska. The first part of this resolution requests information touching the establishment of, or attempt to establish, post roads by Great Britain, or the Dominion of Canada, over or upon the Territory in question, and you request to be given such information as the Post-Office Department may possess in regard to the matter.

In reply, I have to say that an inspector of our Department notified us, under date of December 6, 1895, from Tacoma, Wash., that a closed mail from Victoria, British Columbia, for Fort Cudahy, had left Seattle, Wash., December 4, by steamer for Juneau, Alaska, and that the Canadian officials had invited him to forward by the carrier which they had employed for one trip from Juneau to Fort Cudahy, any mail that might be ready at Juneau for dispatch at that time to the section of country through which their mail carrier was to pass.

Subsequently this Department made inquiry of the post-office department of Canada as to what arrangements had been made by them for the mail service in question, and was informed that they had employed a carrier for one round trip only between Juneau, a United States post-office in Alaska, and Fort Cudahy, which is understood to be on undisputed Canadian soil. This Department has no data as to the exact distance between Juneau and Fort Cudahy, but it is estimated that the carrier, in making the trip in question, would travel over United States soil for a distance of 125 miles or more, which, however, is understood to be but a small part of the entire distance.

The Canadian post-office department states that the person employed by them was a Mr. T. C. Healy, and that he was expected to start from Juneau about December 13, and to leave Fort Cudahy upon his return trip about February 10.

This is substantially all the information that this Department has in regard to the matter in question. In this connection, it may be proper for me to add that at various points along the boundary line between the United States and Canada, where exchanges of mail have been found necessary, it is not uncommon for the United States to arrange for carrying its mails from a United States post-office to a Canadian post-office across the line, or for the Canadian post-office department to arrange for carrying their mail from a Canadian post-office across the boundary line to a United States post-office.

Very respectfully,

WM. L. WILSON,
Postmaster-General.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 113.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 11, 1896.—Referred to the Committee on Territories and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, TRANSMITTING, IN RESPONSE TO RESOLUTION OF THE SENATE DATED JANUARY 23, 1896, REPORT OF THE GOVERNOR OF ALASKA FOR THE FISCAL YEAR ENDED JUNE 30, 1895, CALLING ATTENTION TO THE DIFFICULTY ATTENDANT UPON THE ENFORCEMENT OF THE LAWS RELATING TO THE IMPORTATION, MANUFACTURE, AND SALE OF INTOXICATING LIQUORS IN THE DISTRICT OF ALASKA.

DEPARTMENT OF THE INTERIOR,
Washington, February 10, 1896.

SIR: I have the honor to acknowledge receipt of the following resolution of the United States Senate, dated January 23, 1896:

Resolved, That the Secretary of the Interior be directed to report to the Senate such information as he may possess of the ways in which the existing laws are violated, the extent of such violations, the defects, if any, in the existing laws which enable such violations to occur, and to suggest such changes in the laws now in force as will enable the United States to regulate or prohibit the importation, manufacture, or sale of intoxicating liquors in the Territory of Alaska.

In response thereto I transmit herewith a copy of the report of the governor of Alaska for the fiscal year ended June 30, 1895, calling attention to the difficulty attendant upon the enforcement of the laws relating to the importation, manufacture, and sale of intoxicating liquors in the District of Alaska, together with copies of papers from the records and files of the Department in the nature of complaints as to violation of the liquor laws and the action of the Secretary of the Interior thereon.

The act of Congress approved May 17, 1884 (23 Stat. L., 28), creating a civil government for the District of Alaska, provides:

SEC. 14. That the provisions of chapter three, title twenty-three, of the Revised Statutes of the United States, relating to the unorganized Territory of Alaska, shall remain in full force, except as herein specially otherwise provided; and the importation, manufacture, and sale of intoxicating liquors in said District, except for medicinal, mechanical, and scientific purposes, is hereby prohibited under the penalties which are provided in section nineteen hundred and fifty-five of the Revised Statutes for the wrongful importation of distilled spirits. And the President of the United States shall make such regulations as are necessary to carry out the provisions of this section.

Section 1955, Revised Statutes of the United States, provides:

The President shall have power to restrict and regulate, or to prohibit the importation and use of * * * distilled spirits into and within the Territory of Alaska. The exportation of the same from any other port or place in that Territory, and all such * * * distilled spirits exported or attempted to be exported from any port or place in the United States and destined for such Territory, in violation of any regulations that may be prescribed under this section, and all such * * * distilled spirits landed or attempted to be landed or used at any port or place in the Territory, in violation of such regulations, shall be forfeited; and if the value of the same exceeds four hundred dollars the vessel upon which the same is found, or from which they have been landed, together with her tackle, apparel, and furniture and cargo, shall be forfeited; and any person willfully violating such regulations shall be fined not more than five hundred dollars, or imprisoned not more than six months. Bonds may be required for a faithful observance of such regulations from the masters or owners of any vessel departing from any port in the United States having on board * * * distilled spirits, when such vessel is destined to any place in the Territory, or if not so destined, when there is reasonable ground of suspicion that such articles are intended to be landed therein in violation of law; and similar bonds may also be required on the landing of any such articles in the Territory from the person to whom the same may be consigned.

The foregoing, together with section 3240, Revised Statutes of the United States, and section 669 of the Laws of Oregon, comprise all the law relating to liquor traffic applicable to Alaska. The execution and enforcement thereof, as provided in section 1955 of the Revised Statutes, above quoted, devolves upon the Secretary of the Treasury (acting through the customs and internal-revenue service), from whom, it is suggested, a more detailed statement regarding the violations of the law in question can be obtained than this Department is able to furnish.

Under the regulations made by the President and promulgated in Treasury Circular No. 34, dated March 12, 1892 (copy of which is herewith transmitted), the governor of the District of Alaska is authorized to grant permits to persons who have complied with the regulations upon the subject to sell intoxicating liquors for medicinal, mechanical, and scientific purposes; he is authorized to revoke these grants for any violations of the regulations under which they were issued.

The Secretary of the Interior has not, as a general rule, exercised supervisory authority over acts of the governor in the matter of the grant of special permits to sell liquor under the Treasury circular in question. The only instance in which there has been a departure from such rule was in the case of William Nelson, of Juneau, Alaska (copies of whose papers are herewith transmitted), in which the governor being in doubt as to his right without the approval of the Secretary of the Interior to renew the permit or license which had been previously revoked the Department authorized him to grant the desired permit. In all cases, however, where complaints of violations of the liquor law in the District of Alaska have been brought to the attention of the Department they have been uniformly forwarded to the governor for thorough investigation with a view, where the facts warranted such action, of placing the matter before the Secretary of the Treasury.

With reference to so much of the resolution as requires me to "suggest such changes in the laws now in force as will enable the United States to regulate or prohibit the importation, manufacture, or sale of intoxicating liquors in the Territory of Alaska," I have to direct attention to the report of my predecessor, Mr. Secretary Noble, for the fiscal year ended June 30, 1892, wherein careful consideration was given to the condition of affairs in Alaska, and a bill submitted (copy of which is herewith transmitted) "to provide a temporary government for Alaska, and for other purposes," provision being made therein, among other things, for the proper regulation of the liquor traffic within the District of Alaska.

I also transmit herewith for your information copies of the reports of the governor of Alaska for the years 1890, 1891, 1892, 1893, and 1894, respectively, and invite attention to the various statements therein contained regarding the sale of intoxicating liquors in Alaska, and the defects in the law governing the matter.

Very respectfully,

HOKE SMITH, *Secretary.*

The PRESIDENT OF THE SENATE.

[Circular.]

Executive order concerning the sale of intoxicating liquors in the Territory of Alaska.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., March 12, 1892.

For the purpose of more effectually carrying out the law of Congress prohibiting the sale of intoxicating liquors in Alaska, it is ordered that existing rules and regulations regulating the sale of intoxicating liquors in the Territory of Alaska, pursuant to the act of May 17, 1884, are hereby continued in force except as herein modified:

1. Existing statutes and regulations relating to the sale of intoxicating liquors shall be strictly enforced.

2. The sale of intoxicating liquors for medicinal, mechanical, and scientific purposes shall be made only by such persons in said Territory as have obtained a special permit from the governor of the Territory to sell intoxicating liquors therein, upon the following conditions: That before the application for the permit or renewal thereof shall be granted, the applicant shall make and subscribe an oath before an officer authorized to administer oaths in said Territory, as follows:

"I (name) do solemnly swear that I will not sell, give, or furnish any intoxicating liquors to any person otherwise than as provided by law and the regulations established by the President of the United States, under the act of May 17, 1884; and especially that I will not sell or furnish any intoxicating liquors to any person who is not known to me personally or duly identified; nor to any minor, intoxicated person or persons who are in the habit of becoming intoxicated, and that I will not allow any intoxicating liquors to be drunk on or about my premises; and I will make true, full, and accurate returns to all certificates and requests made to or received by me, as required by said regulations; and said returns shall show every sale and delivery of such liquors made by or for me during the month embraced therein, and the true signature to every request received and granted; and such returns shall show all the intoxicating liquors sold or delivered to any and every person as returned."

Such applicant shall also file with his said application a bond to the governor of said Territory, in such penal sum as the governor shall prescribe, not less than five hundred dollars ($500), conditioned that for any violation of said act of May 17, 1884, or the regulations established by the President thereunder, said bond shall be forfeited. Such bond shall be signed by the applicant or applicants, as principal or principals, and by at least two sureties, who shall justify under oath in the sum of five hundred dollars ($500) each over and above all indebtedness and exemptions, and such bond shall be approved by and deposited with the governor. The United States and any person or persons who may be injured or damaged by reason of any violation of said law, or the regulations thereunder, may have an action upon such bond.

Upon taking said oath and filing said bond, the governor of said Territory may issue to the applicant a permit authorizing him to keep and sell intoxicating liquors as provided by said act and regulations made thereunder; and every permit so granted shall specify the building, giving the location thereof by street or number, in which intoxicating liquors may be sold by virtue of the same, and the length of time the same shall be in force, which in no case shall exceed twelve months.

3. The sale for medicinal purposes shall be made only upon the prescription of a reputable practicing physician of said Territory, stating the kind and quantity of liquor necessary to be used by the patient.

4. The sale for mechanical and scientific purposes shall be made only upon application duly subscribed and sworn to by the applicant in person, before some person authorized to administer oaths, made by the party desiring to use the same, stating the kind and quantity of liquor required, and that the same is necessary for mechanical or scientific purposes (stating particularly the purpose, and the exact locality where to be used).

5. No licensed person shall sell or deliver any intoxicating liquors to any person if he has reason to believe that the applications, certificates, or affidavits submitted to him by applicants are evasive or untrue; or to any minor, or intoxicated person, or to one addicted to intoxication. If the applicant is not personally known to the person selling, before filling his request he shall require identification by a person known to him, and a statement signed by such witness that the applicant is not a minor, and is not in the habit of using intoxicating liquors to excess, and is worthy of credit as to the truthfulness of the statements in his application.

6. At the end of each month each licensed person shall make out and forward to the governor an itemized report of the date and quantity sold to each person, and the purpose for which it was bought; and if upon a prescription, the name of the physician giving the same, which report shall be sworn to.

7. Any person violating these regulations, or the provisions of law relative to the sale of distilled spirits or intoxicating liquors in Alaska shall be liable, upon conviction in the proper tribunal, to the penalties imposed in section 1955 of the Revised Statutes of the United States, and in any event upon such violation by such person his permit shall be revoked and not renewed without approval of the Secretary of the Interior.

8. In case any physician makes a false certificate as to matters aforesaid, any certificate of his thereafter shall be rejected and no application shall be granted thereon; and, in any case, when a false affidavit is made, all applications by such person thereafter shall be rejected. Copartnerships, corporations, and all associations are included within the foregoing rules.

9. The governor shall have power to suspend or revoke any permit issued by him to any person whenever, in his judgment, it is shown, after due notice, that such person has failed to comply with the rules and regulations prescribed herein, or that the best interests of the inhabitants of the Territory require such suspension or revocation of the permit.

10. Every person who, under these regulations, shall have obtained a special permit from the governor of the Territory of Alaska to sell intoxicating liquors for medicinal, mechanical, and scientific purposes, will also be required to pay to the collector of internal revenue of the district of Oregon (in which collection district the Territory of Alaska is included) the special tax as a liquor dealer, and in all other respects to comply with the internal-revenue laws.

O. L. SPAULDING,
Acting Secretary.

EXECUTIVE MANSION, *March 11, 1892.*

Approved:

BENJ. HARRISON.

[Extract from report of the Secretary of the Interior for fiscal year ended June 30, 1892.]

SECRETARY'S RECOMMENDATION.

Alaska is virtually without organization or government. Outrages occur without possibility of prevention or punishment. Smugglers infest the coast and debauch the natives, and the natural resources for food supplies are being recklessly wasted and exhausted to a great extent by aliens. There is presented [see Exhibit C] a bill that has received the scrutiny of the Commissioner of Education, the Assistant Attorney-General (Shields), and myself, and it is deemed such as will remedy greatly the evils existing. The appropriation for a police steam vessel is particularly desirable. The presence of such a boat to run along the coast and among the islands, to which many fugitives escape, would be of great and immediate benefit.

The following is a résumé of a letter, dated Port Townsend, Wash., August 24, 1892, received by the Commissioner of Education from Mrs. L. H. Daggett, secretary of the Alaskan bureau of the Methodist Episcopal Church, who has just returned from an official visit to the school maintained by the Methodist Church, aided by the Bureau of Education, at Unalaska, Alaska, the most important settlement in western Alaska, the rendezvous for all vessels in the Bering Sea trade:

"During the three or four warm months the island of Unalaska is infested with sailors from the various and numerous vessels that stop there, and those from the whalers are not only annoying but dangerous. The United States marshal has been a staunch friend of the school and scholars, but he is soon to leave.

"The salary is so meager that few fit persons will take it—$700 and perquisites, which are as meager as the salary. He made a drunken sailor pay him $5 for giving him (the sailor) a beating.

"There is no law there. For a time there was what was called a United States

commissioner, but what of, no one knows. He was surely no 'terror to evil doers.' They had been expecting another man called by the same name.

"This man should be a man, not a tool in the hands of such as desire to keep law from the place; a lawyer and a judge, a righteous one, too.

"The marshal is simply a police officer, but as there is no lockup all he can do is to drag the prisoners aboard ship or beat them and let them run.

"I have detailed all this hoping it may be in your power to look into the matter as to who is sent out there. Is it not your privilege and right to see the appointing power and state the imperative necessity for two good men, and not only good but wise and judicious men, equal to the demands of justice, to be sent there?"

(See sections 13, 14, 15, relative to sale of liquors in District of Alaska.)

[Exhibit C in report of Secretary of Interior, 1892.]

A BILL to provide a temporary government for Alaska, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the territory ceded to the United States by Russia by the treaty of March thirtieth, eighteen hundred and sixty-seven, approved by the President of the United States on the twentieth day of June, eighteen hundred and sixty-seven, and known as Alaska, be, and the same is hereby, created into a temporary government by the name of the Territory of Alaska, and the seat of government, until otherwise provided by law, shall be located at Sitka: *Provided,* That nothing in this act shall be construed to inhibit the Government of the United States from dividing said Territory or changing its boundaries in such manner and at such time as Congress shall deem convenient and proper, or from attaching any portion to any other State or Territory of the United States.

SEC. 2. That the executive power of the Territory of Alaska shall be vested in a governor, who shall reside within said Territory and shall be commander-in-chief of the militia thereof, with power to call out the same when necessary to the due execution of the laws. He may grant pardons and reprieves for offenses against the laws of the Territory, and reprieves for offenses against the laws of the United States committed therein until the decision of the President can be made known thereon, who may confirm or annul the same. He shall commission all officers who shall be appointed by him to office in said Territory; he shall make an annual report on the first day of October in each year to the President of his official acts, of the condition of said Territory relative to its resources, industries, population, and the administration of the government thereof. He shall also inquire concerning the operations of the Alaska Seal and Fur Company, and make an annual report to Congress of the result of his investigations, and of all violations by said company of the agreement existing between the United States and said company.

SEC. 3. That there shall be a secretary of said Territory, who shall reside therein, and he shall record all of the acts and proceedings of the governor in his executive department. And in case of the death, removal, resignation, or absence of the governor from the Territory, the secretary shall be, and he is hereby, authorized and required to execute and perform all the powers and duties of the governor during such vacancy and absence, or until another governor shall be duly appointed and qualified to fill such vacancy.

SEC. 4. That the Territory of Alaska shall constitute a judicial district; that there shall be and hereby is established a district court for said district with the civil and criminal jurisdiction of district courts of the United States, and the civil and criminal jurisdiction of district courts of the United States exercising the jurisdiction of circuit courts, and such other jurisdiction, not inconsistent with this act, as may be established by law; that a district judge shall be appointed for said district, who shall reside in said Territory during his term of office, and shall hold at least two terms of said court therein in each year, one at Sitka, beginning on the first Monday in May, and the other at Wrangel, beginning on the first Monday in November, and shall also hold such special terms as may be necessary for the transaction of the business of said court, at such times and places in said district as he may deem expedient, and may adjourn such special term to any other time previous to a regular session. He may also employ interpreters, and make allowances for the necessary expenses of his court.

SEC. 5. That a clerk shall be appointed for said court, who shall be ex officio treasurer of said Territory, a district attorney, and a marshal, all of whom shall reside in said Territory during their terms of office. The clerk shall record all of the proceedings of said court and perform the duties usually devolving upon clerks of the district courts of the United States. He shall receive all moneys collected from fines, forfeitures, or in any other manner, except from violations of the customs laws, and shall apply the same to the incidental expenses of the said district court, and the allowance thereof, as directed by the judge of said court, and shall account for the same in detail, and for any balances on account thereof, quarterly, to and under

the direction of the Secretary of the Treasury. He shall be ex officio recorder of deeds and mortgages and certificates of location of mining claims and other contracts relating to real estate and register of wills for said Territory, and shall establish secure offices in the towns of Sitka and Wrangel, in said Territory, for the safe-keeping of all his official records and of records concerning titles to lands in said Territory: *Provided*, That there shall be established separate offices at the settlements of Unalaska, Juneau City, Kadiak, Sand Point, and Saint Michaels, respectively, for the recording of such instruments as may pertain to the several parts of said Territory most convenient to said settlements, the limits of which shall be defined by the governor, and the said offices shall be in charge of the commissioners respectively as hereinafter provided.

SEC. 6. That the President shall appoint seven commissioners in and for the said Territory, who shall have the jurisdiction and powers of commissioners of the United States circuit courts in any part thereof, but who shall reside, one at Sitka, one at Wrangel, one at Unalaska, one at Juneau City, one at Kadiak, one at Sand Point, and one at Saint Michaels. Such commissioners shall exercise all the duties and powers, civil and criminal, now conferred on justices of the peace under the general laws of the State of Oregon, and they shall also have and exercise all the duties, powers, and jurisdiction vested in, exercised, and held by county judges under said general laws, so far as the same may be applicable in said Territory, and may not be in conflict with this act or the laws of the United States. They shall receive an annual salary of two thousand dollars each, payable out of the Treasury of the United States, which salary shall be in lieu of all fees for services rendered by them. They shall also have jurisdiction, subject to the supervision of the district judge, in all testamentary and probate matters, and for this purpose their courts shall be opened at stated terms and be courts of record, and be provided with a seal for the authentication of their official acts.

They shall also have power to grant writs of habeas corpus for the purpose of inquiring into the cause of restraint of liberty, which writs shall be made returnable before the said district judge for said district; and like proceedings shall be had therein as if the same had been granted by said judge under the general laws of the United States in such cases.

Said commissioners shall also have the power of notaries public, and shall keep a record of all deeds and other instruments of writing acknowledged before them and relating to the title or transfer of property within said district, which record shall be subject to public inspection. They shall collect fees for notarial and ministerial services as are allowed by the laws of Oregon for similar services. Said commissioners shall also keep a record of all fees, fines, and forfeitures received by them, and shall pay over the same quarterly to the clerk of said district court. The governor appointed under the provisions of this act may establish precincts within said Territory, and commission a justice of the peace and constable for and within each precinct, and who shall hold office severally for two years, and be invested, respectively, with the jurisdiction, powers, duties, and emoluments of like officers under the general laws of Oregon: *Provided, however*, That the appeals from the judgments of justices of the peace prescribed by said general laws shall lie in each case arising under this section to the nearest of the seven commissioners created by this act.

SEC. 7. That the marshal for said district shall have the general authority and powers of the United States marshals of the States and Territories. He shall be the executive officer of said court and charged with the execution of all processes of said court and with the transportation and custody of prisoners, and he shall be ex officio keeper of the jail or penitentiary of said district. He shall appoint seven deputies, who shall reside severally at Sitka, Wrangel, Unalaska, Juneau, Kadiak, Sand Point, and Saint Michaels, and they shall respectively be ex officio executive officers of the commissioners' courts herein provided, and shall have the powers and discharge the duties of United States deputy marshals and of constables under the general laws of the State of Oregon.

SEC. 8. That the general laws of the State of Oregon now in force are hereby declared to be the law in said Territory, so far as the same may be applicable and not in conflict with the provisions of this act or the laws of the United States, and the sentence or imprisonment in any criminal case shall be executed by confinement in the jail or penitentiary hereinafter provided for. But the said district court shall have exclusive jurisdiction in all cases in equity or those cases involving titles to land, or mining rights, or the constitutionality of any law, and in all criminal offenses which are capital. In all civil cases at common law, any issue of fact shall be determined by a jury, at the instance of either party, and an appeal shall lie in any case, both civil or criminal, from the judgment of said commissioners to the said district court where the amount involved in any civil case is two hundred dollars or more and in any criminal case where a fine of more than one hundred dollars or imprisonment is imposed, upon the filing of a sufficient appeal bond by the appellant, to be approved by the court or commissioners. Writs of error in criminal cases

shall issue to the said district court from the United States circuit court for the district of Oregon in the cases provided in chapter one hundred and seventy-six of the laws of eighteen hundred and seventy-nine; and the jurisdiction thereby conferred upon circuit courts is hereby given to the circuit court of Oregon. And the final judgments or decrees of district courts may be reviewed by the appellate courts of the United States as in other cases.

SEC. 9. That the said Territory of Alaska is hereby created a land district, and a United States land office for said district is hereby located at Sitka. That there shall be appointed a register and receiver of said land office and also a surveyor-general for said Territory, who shall reside at Sitka and who shall be invested with the same authority and be entitled to the same compensation as is now prescribed by law for like officers in the State of Oregon. That the general land laws of the United States shall, from and after the passage of this act, be in full force and effect in said Territory, subject to such regulations as may be made by the Secretary of the Interior: *Provided*, That section twenty-three hundred and forty-seven of the Revised Statutes of the United States shall not be in force in said Territory: *And provided further*, That lands in the actual occupancy of Indians shall not be subject to settlement and entry so long as such occupancy continues, but said Indians may have the privilege of making homestead entries of the lands occupied by them under the provisions of existing laws relative to Indian homesteads: *And provided further*, That sections eleven, twelve, thirteen, fourteen, and fifteen of the act entitled "An act to repeal timber-culture laws, and for other purposes," approved March third, eighteen hundred and ninety-one, are hereby continued in force, except that applications to enter lands under said sections shall be made to the land officers designated in this act. But any religious society may receive patent, with the approval of the Secretary of the Interior, for land at any station in said Territory, not exceeding six hundred and forty acres, with improvements which it has placed thereon, and which it has used for educational and missionary work among the Indians, which patent shall secure to such society the land only so long as it shall be used and occupied for missionary and educational work among said Indians.

SEC. 10. That the governor, secretary, attorney, judge, marshal, clerk, and commissioners provided for in this act shall be appointed by the President of the United States, by and with the advice and consent of the Senate, and shall hold their respective offices for the term of four years and until their successors are appointed and qualified. They shall severally receive the fees of office established by law for the several offices, the duties of which have been hereby conferred upon them, as the same are determined and allowed in respect of similar offices under the laws of the United States, which fees shall be reported to the Attorney-General and paid into the Treasury of the United States.

They shall receive, respectively, the following annual salaries:

The governor the sum of three thousand dollars, the secretary the sum of two thousand five hundred dollars, the attorney the sum of three thousand dollars, the marshal the sum of two thousand five hundred dollars, the judge the sum of three thousand dollars, and the clerk the sum of two thousand five hundred dollars, payable to them quarterly from the Treasury of the United States.

The district judge, marshal, and district attorney shall be paid their actual necessary expenses when traveling in the discharge of their official duties.

A detailed account shall be rendered of such expenses under oath, and as to the marshal and district attorney such account shall be approved by the judge, and as to his expenses by the Attorney-General.

The deputy marshals, in addition to the usual fees of constables in Oregon, shall receive each a salary of one thousand dollars, which salaries shall also be payable quarterly, out of the Treasury of the United States.

Each of said officials shall, before entering on the duties of his office, take and subscribe an oath that he will faithfully exercise the same, which said oath may be taken before the judge of said district or before either of said commissioners. That all officers appointed for said Territory, before entering upon the duties of their offices, shall take the oaths required by law, and the laws of the United States not locally inapplicable thereto and not inconsistent with the provisions of this act are hereby extended over said Territory.

And said clerk and marshal shall execute a bond, with sufficient sureties, in the penalty of ten thousand dollars, for the faithful performance of their duties, and file the same with the Secretary of the Treasury before entering on the duties of their respective offices; and the commissioners shall each execute a bond, with sufficient sureties, in the penalty of three thousand dollars, for the faithful performance of their duties, and file the same with the clerk before entering on the duties of their office.

SEC. 11. That any of the public buildings in said district not required for the customs service or military purposes shall be used for court rooms and offices of the civil government; and the Secretary of the Treasury is hereby directed to instruct

and authorize the custodian of said buildings forthwith to make such repairs to the jail in the town of Sitka, in said district, as will render it suitable for a jail and penitentiary for the purposes of the civil government hereby provided, and surrender to the marshal the custody of said jail and the other public buildings, or such parts of said buildings as may be selected for court rooms or official purposes.

SEC. 12. That the Attorney-General shall furnish for the use of the officers of said Territory so many copies of the general laws of the United States pertaining to the duties of the governor, secretary, attorney, judge, clerk, marshals, and commissioners, compiled by him under the provisions of section eleven of the act of May seventeenth, eighteen hundred and eighty-four, entitled "An act providing a civil government for Alaska," and also so many of the copies of the laws of Oregon applicable to said Territory as may be necessary. That the governor of said Territory shall be authorized to lease suitable buildings for use of the commissioners and justices of the peace in holding their respective courts, and also for jails or lockups for the detention of prisoners within their respective jurisdictions, which leases shall be subject to the approval of the Secretary of the Interior.

SEC. 13. That after this act shall take effect no person shall manufacture, sell, keep for sale, give away, exchange, barter, or dispense any intoxicating or distilled spirits for any purpose whatever, otherwise than as provided in this act. The sale of distilled spirits or intoxicating liquors for medical, mechanical, and scientific purposes shall be made only by a druggist who has been duly authorized to do business as such in said Territory, and who has obtained a special permit from the governor of the Territory to sell intoxicating liquors therein, upon the following conditions: That before the application for the permit, or renewal thereof, shall be granted, the applicant shall make and subscribe an oath before an officer authorized to administer oaths in said Territory, as follows: "I, [name,] do solemnly swear that I will not sell, give, or furnish any intoxicating liquors to any person otherwise than as provided by law and regulation, and especially that I will not sell or furnish any intoxicating liquors to any person who is not known to me personally or duly identified; nor to any minor, intoxicated person, or persons who are in the habit of becoming intoxicated, and that I will not allow any intoxicating liquors to be drunk on or about my premises; and I will make true, full, and accurate returns of all certificates or requests made to or received by me for intoxicating liquors, and said returns shall show every sale or delivery of such liquors made by or for me during the month embraced therein, and the true signature to every request received and granted; and I will, in all respects, comply with the rules duly prescribed by the Secretary of the Interior as to the sale of intoxicating liquors for medical, mechanical, and scientific purposes."

Such applicant shall also file with his said application a bond to the governor of said Territory, in said penal sum as the governor shall prescribe, not less than one thousand dollars, conditioned that for any violation of this law said bond shall be forfeited. Such bond shall be signed by the applicant or applicants, as principal or principals, and by at least two sureties, who shall justify under oath in the sum of one thousand dollars each, over and above all indebtedness and exemptions, and shall be approved by the governor. The said bond shall be deposited with the secretary of said Territory, and suit shall be brought thereon at any time by the United States attorney for said Territory, and in case the conditions thereof, or any of them, shall be violated, the principals and sureties therein shall be jointly and severally liable for the penalty of said bond, and the same when collected shall be paid into the Treasury of the United States as other fines and penalties are paid. Upon taking said oath and filing said bond the governor of said Territory shall issue to the applicant a permit authorizing him to keep and sell intoxicating liquors as provided by said act and regulations made thereunder, and every permit so granted shall specify the building, giving the location thereof by street or number, in which intoxicating liquors may be sold by virtue of the same, and the length of time the same shall be in force, which in no case shall exceed twelve months. The sale of intoxicating liquors for medicinal purposes shall be made only upon the prescription of a regularly practicing physician in said Territory, stating the kind and quantity of liquor necessary to be used by the patient in order to cure or alleviate the disease with which he is afflicted. The sale of intoxicating liquors or distilled spirits for mechanical and scientific purposes shall be made by said druggist only upon application duly subscribed and sworn to by the applicant in person, before some person authorized to administer oaths, made by the party desiring to use the same, stating the kind and quantity of liquor required, and that the same is necessary for mechanical or scientific purposes (stating particularly the purpose and exact locality where the same is to be used); that neither the applicant nor the person for whose use requested habitually uses intoxicating liquors as a beverage; that he can not successfully carry on his business without the use thereof; and the Secretary of the Interior, with the approval of the President, shall prescribe rules regulating the manner and limiting the quantity of intoxicating liquors sold for medicinal, mechanical, and

scientific purposes. Any druggist or other person violating the provisions of law or the regulations relative to the sale of distilled spirits or intoxicating liquors in Alaska shall be deemed guilty of a misdemeanor, and upon conviction in the proper tribunal shall pay a fine of not more than five hundred dollars or be imprisoned for not more than six months in any jail in said Territory, and upon such violation by any druggist his permit shall be revoked and not renewed without the approval of the Secretary of the Interior.

In case any physician makes a false certificate as to matters aforesaid, any certificate of his thereafter shall be rejected and no application shall be granted thereon; and in any case when a false affidavit is made, or anyone obtains any liquor under these regulations and uses it for a beverage, or otherwise than strictly for medicinal, mechanical, or scientific purposes, all applications by him thereafter shall be rejected. Copartnerships, corporations, and all manner of associations are included within the foregoing provisions.

The governor shall have power to suspend or revoke any permit issued by him to any druggist whenever, in his judgment, it is shown, after due notice, that said druggist has failed to comply with the provisions of law prescribed herein, or that the best interests of the inhabitants of the Territory require such suspension or revocation of the permit.

Every druggist who, under this act, shall have obtained a special permit from the governor of the Territory of Alaska to sell distilled spirits, wines, or malt liquors for medicinal, mechanical, and scientific purposes, will also be required to pay to the collector of internal revenue of the district of Oregon (in which collection district the Territory of Alaska is included) a special tax as a liquor dealer, and to take out the requisite stamp and post it up conspicuously in his place of business: *Provided, however,* That said collector shall not issue to any person any stamp or receive from anyone a special tax as liquor dealer who shall not have a valid permit from the governor of said Territory for the sale of intoxicating liquor or distilled spirits therein, as required by this act; and any violation of this provision shall be deemed a misdemeanor, and the party paying such tax, or the officer receiving the same, shall, upon being convicted thereof in said district or commissioner's court, pay a fine of not more than five hundred dollars, and in addition may be imprisoned not more than six months, at the discretion of the court trying the case.

SEC. 14. That if any person shall be found in said Territory in a state of intoxication, he shall be deemed guilty of a misdemeanor, and any peace officer may, without warrant, and it is hereby made his duty to take such person into custody, and to detain him in some suitable place till an information can be made before a magistrate and a warrant issued in due form, upon which he may be arrested and tried, and if found guilty he shall pay a fine of ten dollars and the costs of prosecution, or shall be imprisoned in some jail in said Territory for thirty days. But the court before whom such person is tried and convicted may remit any portion of such penalty and order the prisoner to be discharged upon his giving information, under oath, stating when, where, and of whom he purchased or received the liquor which produced the intoxication, and the name and character of the liquor obtained: *Provided,* That the prisoner gives bail for his appearance before the proper magistrate, court, or jury to give testimony in any action or complaint against the party for furnishing such liquor. That if any credible resident of any precinct in said Territory shall make a written information, supported by his oath or affirmation, before any commissioner or justice of the peace therein, that he has reason to believe, and does believe, that any intoxicating liquor, described as particularly as may be in said information, is owned or kept by any person named or described in said information, as particularly as may be, and is intended by him to be sold in violation of the provisions of this act, said officer shall, upon finding probable cause for such information, issue his warrant of search, directed to any peace officer in said precinct, describing, as particularly as may be, the liquor and the place described in said information and the owner or keeper of said liquor, and commanding him to search thoroughly said place, and to seize the said liquor, with the vessels containing it, and to keep the same securely until final action be had thereon; whereupon the said peace officer to whom such warrant shall be delivered shall forthwith obey and execute the same so far as he shall be able and make due return of his action to the officer issuing said warrant, and shall securely keep all liquor so seized by him, and the vessels containing it, until final action be had thereon: *Provided, however,* That if the place to be searched be a dwelling house in which any family resides, and in which no tavern, eating house, grocery, or other place of public resort is kept, such warrant shall not be issued unless said complainant shall, on oath or affirmation, declare before said officer that he has reason to believe, and does believe, that within thirty days next before the making of said information, intoxicating liquor has been, in violation of this act, sold in said house by the person accused in said information, or by his consent or permission; nor unless upon the facts and circumstances disclosed to said officer in such complaint he shall believe that said complainant has adequate reason

for such belief. That when any liquors shall have been seized under any such warrant, the same shall not be discharged or returned to any person claiming the same by reason of any alleged insufficiency of description in the warrant of the liquor or place, but the claimant shall only have a right to be heard on the merits of the case.

SEC. 15. That whenever upon such warrant such liquor shall have been seized, the officer who issued such warrant shall, within forty-eight hours after such seizure, cause to be left at the place where said liquor was seized, if said place be a dwelling house, store, or shop, posted in some conspicuous place on or about said building, and also be left with or at the last known and usual place of residence of the person named or described in said information as the owner or keeper of said liquor, if he be a resident of said Territory, a notice summoning such person, and all others whom it may concern, to appear before said officer at a time and place named therein, not less than five nor more than fifteen days after the posting of said notices, and show cause why said liquor and the vessels containing the same should not be forfeited; and said notice shall, with reasonable certainty, describe said liquor and vessels, and shall state where, when, and why the same were seized. If, at the time and place stated in said notice, any person shall appear and claim an interest in said liquor or vessels, or any part thereof, such person shall be made a party defendant in said case. But in case no one appears at the time and place stated in said notice, the officer issuing such warrant shall proceed to the trial of said case, and said complainants or either of them may, and upon their default the officer having such liquor in custody shall, appear before the court issuing such warrant and prosecute said information and show cause why such liquor should be adjudged forfeited. The proceedings in the trial of such cases shall be substantially like that in the trials of misdemeanors before said officers, and if upon the evidence submitted at the trial the court shall find that said liquor was, when seized, owned or kept by any person, whether said party defendant or not, for the purpose of being sold in violation of this act, the court shall render judgment that said liquor, or any part thereof, with the vessels in which it is contained, is forfeited.

Whenever it shall be finally decided that liquor seized as aforesaid is forfeited, the court rendering penal judgment of forfeiture shall issue to the officer having said liquors in custody, or to some other peace officer, a written order directing him forthwith to destroy said liquor and vessels containing the same, and immediately thereafter to make return of his action under said order, under oath, to the court issuing the same. Whenever it shall be finally decided that any liquor so seized is not liable to forfeiture, the court by whom such final decision shall be rendered shall issue a written order to the officer having the same in custody, or to some other peace officer, to restore said liquor, with the vessels containing the same, to the place where it was seized, as nearly as may be, or to the person entitled to receive it, which order the officer, after executing, shall return to the said court with his action indorsed thereon; and the costs of the proceedings in such case attending the restoration, as also the costs attending the destruction of such liquor in case of forfeiture, shall be taxed and paid in the same manner as is provided in case of ordinary criminal prosecution where the prosecution fails: *Provided*, That in any indictment or information arising under this act it shall not be necessary to set out exactly the kind or quantity of intoxicating liquors manufactured or sold or kept for purposes of sale, nor the exact time of the manufacture or sale or keeping with intent to sell, but proof of the violation by the accused of any provision of this act relative to manufacture or sale of intoxicating liquors, the substance of which violation is briefly set forth, within the time mentioned in said indictment or information, shall be sufficient to convict such person; nor shall it be necessary in any indictment or information to negative any exception contained in this act which may be a proper ground of defense, nor shall it be necessary in every case to prove payment in order to prove a sale within the true meaning of this act; and the person purchasing any intoxicating liquor sold in violation of this act shall, in all cases, be a competent witness to prove such sale: *And provided further*, That whenever the words "intoxicating liquors" occur in this act, the same shall be construed to mean alcohol, ale, wine, beer, spirituous, vinous, and malt liquors and all intoxicating liquors whatever.

SEC. 16. That municipal corporations may be formed in said Territory upon the application of a majority of the male inhabitants over twenty-one years of age, who have resided therein for a period of three months next preceding said application, to a commission consisting of the governor, the secretary, and marshal, under general regulations to be prescribed by said commission and approved by the Secretary of the Interior; the organization, powers, duties, and procedure of such corporations shall be prescribed by said regulations not in conflict with the general provisions of the laws of Oregon applicable thereto: *Provided*, That the justice of the peace and constable appointed under the provisions of this act shall be ex officio, respectively, the recorder and the marshal of any such corporation within the limits of their precinct; the marshal of any such corporation shall be ex officio commissioner of streets, and the governor, upon the recommendation of said commission, shall appoint a

treasurer for such corporation, who shall be a householder therein, and who shall give bond in such sum as the governor may prescribe, and shall hold his office for the term of two years and until his successor shall be duly appointed and qualified. He shall receive for his services such compensation as may be fixed by said commission. Said commission shall have power to make all necessary and proper police and sanitary regulations for such corporations, and fix the fines, penalties, and forfeitures for any violation thereof, which may be enforced in any court in said Territory having jurisdiction of minor offenses therein.

SEC. 17. The governor, judge, secretary, and United States district attorney of Alaska shall constitute a special commission to be known as the "Board of Charities," with power to make regulations relative to the government of hospitals, for the relief of the poor, sick, and insane, the shipwrecked sailors, the location of cemeteries, the sanitary condition of villages, and any other matters relating to the public health in said Territory. Said commission shall make an annual report to the Secretary of the Interior of its proceedings and such recommendations as the members of said commission shall consider necessary for the efficient discharge of their duties under this act.

SEC. 18. That there shall be appointed by the President of the United States, by and with the advice and consent of the Senate, a superintendent of education for Alaska, who shall hold his office for a term of four years, and until his successor is appointed and qualified, and who shall give bond in such sum as may be prescribed by the Secretary of the Interior. He shall receive a salary of two thousand five hundred dollars per year, and shall reside in said Territory during his term of office. He shall have supervision over all of the schools in said Territory, under the direction of the Commissioner of Education, and shall make such reports to him as may be required. The Commissioner of Education, with the approval of the Secretary of the Interior, shall make regulations providing for compulsory attendance upon the schools and imposing penalties for a violation thereof, which shall have the same force and effect as though specially prescribed in this act.

SEC. 19. That all persons, including Indians born or naturalized in the United States and subject to its jurisdiction, residing in Alaska at the date of the passage of this act are declared to be citizens of the United States and of said Territory, and every male citizen of the United States above the age of twenty-one years, except idiots and insane persons and those convicted of an infamous offense, who shall have resided in said Territory three months prior to any duly authorized election therein, shall be entitled to vote at such election: *Provided*, That no officer, soldier, seaman, marine, or other person in the Army or Navy, or attached to the service of the United States, shall be allowed to vote in said Territory by reason of being in service therein; and no person belonging to the Army or Navy shall be elected to or hold any civil office in said Territory.

That a Delegate to the House of Representatives of the United States, who shall be a qualified elector of said Territory, may be elected by the qualified voters thereof, to serve during each Congress of the United States, and shall be entitled to the same rights and privileges as are exercised and enjoyed by the Delegates from the several other Territories of the United States in the said House of Representatives. The election of said Delegate shall, until otherwise provided by law, be held at such time and places and be conducted in such manner as the governor shall appoint and direct; and the person having the greatest number of votes of the qualified electors, as hereinbefore provided, shall be declared by the governor elected, and a certificate thereof shall be accordingly given.

SEC. 20. Every person who shall exhibit, use, employ, apprentice, give away, let out, or otherwise dispose of any child under the age of sixteen years for any obscene, indecent, or immoral purpose, exhibition, or practice whatsoever, or for or in any business, exhibition, or vocation injurious to the health or dangerous to the life or limb of such child, or who shall cause, procure, or encourage any such child to engage therein, shall be fined not less than one hundred nor more than one thousand dollars, or imprisonment not less than thirty days nor more than one year, or both; and the justices of the peace and commissioners under this act shall have jurisdiction to try and punish the person charged with said offenses without the intervention of a jury; but the defendants, when convicted of a violation of said provisions, shall have the right of appeal to the district court, with right to trial by jury as in other cases. It shall be the duty of said officers, whenever it shall be made known to them that any person having charge of a minor child, whether parent, relation, or guardian, is unfit from any cause to properly care for such child, or that such parent, relative, or guardian has sold or given, or is about to sell or give, such child in marriage against his or her will, and contrary to law, to cause such child to be brought before them, and upon sufficient proof, after notice to the person having in custody such child, they shall bind the child over to a suitable training school in Alaska, under regulations to be prescribed by the board of charities designated in this act until such child becomes of age.

SEC. 21. That in all criminal trials in Alaska the pleadings, practice, and mode of procedure shall conform to those in criminal cases in the courts of Oregon, and the crimes of murder and rape shall be tried under the laws of Oregon instead of the laws of the United States.

SEC. 22. That the provisions of the acts of Congress approved March second, eighteen hundred and eighty-seven, entitled "An act to establish agricultural experiment stations in connection with the colleges established in the several States under the provisions of an act approved July second, eighteen hundred and sixty-two," and an act approved August thirtieth, eighteen hundred and ninety, entitled "An act to apply a portion of the proceeds of the public lands to the more complete endowment and support of the colleges for the benefit of agriculture and the mechanic arts established under the provisions of an act of Congress approved July second, eighteen hundred and sixty-two," are hereby extended to Alaska, and the Secretary of the Interior is hereby authorized and empowered to receive and disburse, through the Bureau of Education, for the benefit of said Territory, all moneys now or hereafter appropriated under said acts, in like manner as for any other Territory. That the Secretary of the Interior is hereby authorized and empowered to introduce reindeer into Alaska for domestic purposes.

SEC. 23. That the establishment of fisheries or canneries of any kind on or near the waters or streams of Alaska north of Bering Straits is declared to be illegal, and any person or corporation violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction in any of the courts of said Territory shall be punished by a fine of not more than two hundred and fifty dollars or by imprisonment for not less than thirty days nor more than six months, at the discretion of the court trying the case; and upon conviction the cannery and its appurtenances, and the nets, boats, and other implements used in catching the fish for such canneries shall be forfeited to the United States.

SEC. 24. That it shall be unlawful for any person except natives of Alaska to reside on the coast thereof north of Bering Straits and within the interior north of the Arctic Circle, except with a special permit from the Secretary of the Treasury, or unless under permit from the Commissioner of Education to engage in teaching or missionary work; and any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction shall be liable to the same punishment as prescribed in section twenty-two of this act.

SEC. 25. That the Secretary of the Interior is authorized to contract for the purchase or construction of a steam vessel of from one hundred to two hundred tons capacity, having accommodations for at least twenty-five passengers, with a speed of not less than nine knots per hour, for special service in Alaskan waters, to be used by the officers of the civil government of the Territory in the discharge of their official duties and in the administration of the government, under regulations to be prescribed by the Secretary of the Interior.

SEC. 26. That the following sum, or so much thereof as may be necessary, is hereby appropriated, out of any money in the Treasury not otherwise appropriated, to be disbursed under the direction of the Secretary of the Interior in the same manner that similar appropriations are disbursed in other Territories of the United States, namely:

To pay the salaries of the officers created by this act in addition to those provided for by the act of Congress approved May seventeenth, eighteen hundred and eighty-four, entitled "An act providing a civil government for Alaska," for the fiscal year ending June thirtieth, eighteen hundred and ninety-two, ten thousand dollars.

To pay for the rent of buildings for the courts of commissioners and justices of the peace, also for jails and lockups for the detention of prisoners, the sum of twenty thousand dollars.

To enable the Secretary of the Interior to purchase reindeer, as provided in this act, the sum of fifteen thousand dollars.

For the purchase of a steam vessel, as heretofore provided, the sum of fifty thousand dollars; and the further sum of ten thousand dollars is hereby appropriated to defray the current expenses and repairs upon said vessel, or so much thereof as may be necessary.

To pay the rent of buildings, records, and clerk hire necessary for the land officers in Alaska, the sum of two thousand dollars, or so much thereof as may be necessary, to be disbursed under the direction of the Secretary of the Interior.

For the establishment of a military post in the interior of Alaska, near the junction of the Tananah and Yukon rivers, in Alaska, the sum of sixty thousand dollars is hereby appropriated, to be expended under the direction of the Secretary of War, to be immediately available.

For the survey of the agricultural lands in Alaska is hereby appropriated the sum of twenty-five thousand dollars, to be expended under the direction of the Secretary of the Interior: *Provided*, That sections sixteen and thirty-six, not mineral, be, and the same are hereby, reserved for the use of public schools in Alaska, and if upon

the filing of the plat of survey of any township, any tract in said sections shall be occupied by a duly qualified settler, the superintendent of education shall select other tracts of an equal amount in lieu of those so occupied.

SEC. 27. That all acts and parts of acts inconsistent with this act are hereby repealed: *Provided,* That all officers holding office in Alaska at the time of the passage of this act shall continue to hold office and exercise the duties thereof, except as herein modified, until their respective offices expire: *And provided further,* That the changes herein shall not affect any act done, or any act accruing or accrued, or any suit or proceeding had or commenced in any civil cause before the said repeal; but all rights and liabilities under said acts shall continue and may be enforced in the same manner as if this act had not passed, and all offenses committed and all penalties or forfeitures incurred under any act which is changed by the provisions of this act shall be prosecuted and punished in the same manner and with the same effect as if said change had not been made.

JUNEAU, ALASKA, *August 23, 1894.*

SIR: The application of William Nelson, of Juneau, Alaska, respectfully shows: That on the 15th day of May, 1893, under and in pursuance of the Executive order concerning the sale of intoxicating liquors in the Territory of Alaska, signed by the President and bearing date the 12th day of March, 1892, Hon. Lyman E. Knapp, then governor of the said Territory, issued in his official capacity to applicant a special permit for the sale in said Juneau of intoxicating liquors for medicinal, mechanical, and scientific purposes for the period of one year then next ensuing; that after obtaining said permit, applicant, in connection with his business as a druggist, conducted the sale of liquors at said Juneau in full and strict compliance with the terms of said Executive order up to the 23d day of April, 1894, when said special permit was suspended by Hon. James Sheakley, then governor of said Territory, by a letter received by applicant on that day, of which a copy is hereto annexed, marked Exhibit A; that the term of said special permit expired on the 15th day of May, 1894, but it never at any time had been revoked; but thereafter, on or about the 9th day of August, 1894, applicant made and forwarded said Governor Sheakley, at Sitka, an application in writing for the issuance to him of a new special permit in accordance with said Executive order, and accompanied said application with the requisite bond and proper affidavit, described by said Executive order; that thereafter, on the 22d day of August, 1894, applicant received from said Governor Sheakley an official letter, of which a copy is annexed, marked Exhibit B.

Applicant further shows that the following are the facts that led to the suspension of his special permit: One John F. Gray, for many years a resident of said Juneau, where he had conducted a brewery until the 1st day of July, 1893, when the internal-revenue department refused to issue to him any further stamps or to receive his special tax as a brewer, made complaint in writing to the authorities in Washington, D. C., that parties in Juneau holding special permits for the sale of intoxicating liquors had been guilty of gross and frequent violations of the provisions of said Executive order, and had on many occasions supplied saloon keepers in Juneau with large quantities of intoxicating liquor to be sold by them at retail over their bars.

This communication having been referred to Governor Sheakley, he proceeded to hold an investigation of said charges in said Juneau, in the month of April, 1893. At said investigation the only testimony produced in support of said charges was that of four saloon keepers who had for a long time previous thereto been openly and notoriously engaged in the sale of intoxicating liquors as a beverage in said Juneau, without having paid the special tax required of them as retail liquor dealers, the internal-revenue department having long prior thereto refused to receive said special tax from them and without having a special permit from the governor for sale of liquor.

At said hearing, three parties, including your applicant, who were the holders of such special permits, appeared, and while denying the truth of said charges and the correctness of said testimony, declined to make any further defense, and applicant most positively asserts that so far as he is or was concerned he has never been guilty of any violation whatever of the provisions of said Executive order, nor has he ever believed that said provisions or any of them were ever knowingly or intentionally violated by any agent or servant of his, or by any person in his employ. And applicant further shows that the said special permit so issued to him was not suspended by the governor, for the reason that the best interests of the inhabitants of the Territory required it, but only for the reasons hereinbefore stated; that at the time of such suspension there were but two other persons having special permits to sell intoxicating liquors in the town of Juneau, and these permits were at the same time suspended, and since said suspension but one person has held such special permit, and he is now engaged in the sale of liquors thereunder; that applicant believes

that it would be for the best interests of the citizens of Juneau if a permit were issued to him, inasmuch as the licensed sale of intoxicating liquors of good quality for lawful purposes would tend in a great measure to check the smuggling into the town, of cheap and deleterious spirits of Canadian manufacture, and their open sale at retail to Indians and whites for purposes not only unwarranted but forbidden by law.

That the issuance of such permit would create such competition as to remove and prevent any accusations of monopoly of the business.

That in the carrying on of his drug business, involving the preparation of tinctures, fluid extracts, and other forms of medicine, etc., it is necessary for him to use large quantities of distilled spirits, of the purest kind, and it would be greatly to the advantage of his customers, as well as to himself, if he were permitted to purchase the same at reasonable prices of original dealers outside of the Territory rather than to be compelled to purchase them in Juneau, at exorbitant prices, of its only licensed dealer.

That while applicant has been advised that, except in case of revocation of a special permit, the approval of the Secretary of the Interior is not a requisite for the issuance of such special permit by the governor of Alaska, yet, yielding to and in compliance with the suggestion of the governor, contained in said letter, marked Exhibit B, he respectfully solicits an approval of such issuance, and that the governor be notified thereof at an early day.

Respectfully,

WM. NELSON.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

EXHIBIT A.

EXECUTIVE OFFICE,
Sitka, Alaska, April 20, 1894.

SIR: By authority of an Executive order, dated Washington, D. C., March 12, 1892, concerning the sale of intoxicating liquors in the Territory of Alaska, you were granted a permit, dated May 15, 1893, allowing you to sell intoxicating liquors in the city of Juneau, Alaska, for medicinal, mechanical, and scientific purposes.

Now, it appearing that you, having failed to comply with the conditions and stipulations of the said Executive order, it becomes my duty to suspend said permit, and by virtue of above-mentioned Executive order I do hereby suspend, for an indefinite period, the said permit which was granted to you dated May 15, 1893, to sell intoxicating liquors for medicinal, mechanical, and scientific purposes in the city of Juneau, Alaska, said suspension to date from the service of this notice.

JAMES SHEAKLEY,
Governor of Alaska.

WILLIAM NELSON, *Juneau City, Alaska.*

Attest:
CHARLES D. ROGERS,
Clerk of United States District Court.

EXHIBIT B.

EXECUTIVE OFFICE,
Sitka, Alaska, August 17, 1894.

DEAR SIR: When I came to examine the Executive order concerning the sale of intoxicating liquors in Alaska I was in doubt as to my authority to renew your license without the approval of the Secretary of the Interior.

I submitted the question to the district attorney, and he is clearly of the opinion that I have not the right to do so. Now, to send your application to Washington would require two months' time, and with no certainty of having it approved.

I inclose you a circular by which you can judge of the matter yourself. I regret this very much, and allow me to thank you for your kindness and consideration for myself in regard to this difficult question.

Yours, truly,

JAMES SHEAKLEY.

WILLIAM NELSON, Esq.

DEPARTMENT OF THE INTERIOR,
Washington, November 14, 1894.

SIR: In compliance with your recommendation of the 18th ultimo, authority is hereby granted you to issue to William Nelson, of Juneau, Alaska, a special permit for the sale in said Juneau of intoxicating liquors for medicinal, mechanical, and scientific purposes for such period as you may deem proper.

Very respectfully,

WM. H. SIMS,
Acting Secretary.

The GOVERNOR OF ALASKA,
Sitka, Alaska.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 23, 1894.

SIR: Acknowledging the receipt of your letter of the 22d instant, with accompanying inclosures, in relation to the supplying by druggists in the District of Alaska of intoxicating liquors to saloons where it is claimed such liquors are openly retailed, and suggesting that the attention of the governor and district attorney for Alaska be called thereto, I have the honor to state that the matter has been forwarded to the governor for investigation of the charges, and upon the receipt of his reply your office will be promptly advised.

In this connection it is suggested that the attention of the United States attorney for Alaska should be directed to the alleged violation of law through the Department of Justice.

Very respectfully,

HOKE SMITH, *Secretary.*

The SECRETARY OF THE TREASURY.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., March 30, 1894.

SIR: Referring to your letter of the 23d of January last, in relation to the supplying by druggists in the District of Alaska of intoxicating liquors to saloons, wherein it was suggested that the subject be called to the attention of the United States attorney for Alaska, I have the honor to herewith transmit for your information copy of a letter, dated the 27th instant, and of the inclosure therein referred to, from the honorable the Attorney-General further in relation to the subject.

Respectfully, yours,

W. E. CURTIS, *Acting Secretary.*

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF JUSTICE,
Washington, D. C., March 27, 1894.

SIR: Referring to your communication of January 29, inclosing a letter from John F. Gray, of Juneau, Alaska, relative to the alleged sale of liquor to saloons by druggists in Alaska, I beg to state that the attention of the United States attorney for Alaska was called to the subject, and his report is just received. A copy is herewith transmitted for your information.

Very respectfully,

RICHARD OLNEY, *Attorney-General.*

The SECRETARY OF THE TREASURY.

DISTRICT OF ALASKA,
UNITED STATES ATTORNEY'S OFFICE,
Sitka, Alaska, March 7, 1894.

SIR: Replying to yours February 2, "F. S. 3600, 1885," with inclosures of John Gray, of Juneau, charging that druggists are selling liquor to saloon men, etc., I beg to report that each month these druggists file with the governor a sworn statement of the sales of liquors, giving names of purchasers, kind and quantity of liquor, etc., as required by law.

A careful examination of these returns does not sustain Mr. Gray's charge.

It is impossible for me at this distance to ascertain whether sales have been made, no return of which appears on the files in the governor's office. If thought advisable, I will forward your letter to the assistant United States attorney at Juneau, with instructions to further investigate the matter.

I can hardly think the charge true, believing as I do that the druggists can find a ready market for all the liquors allowed them without selling to saloon men.

It is no doubt true that some of the men who buy, upon a doctor's prescription, liquors from licensed dealers do not use the same medicinally. This, however, is the fault of the law and not of the dealer, and while the liquor may not be used medicinally, I do not believe it is resold. It would not be a profitable business.

Gray is correct in his charge, that more liquor is sold than is needed to keep the people in good health. He himself bought one gallon at one time, which is more, in my judgment, than was needed to aid his digestion; and he is not a man who would sell the whisky he bought. He is an honest German, a good citizen, who lost his property by the closing of his brewery, and now complains that others are allowed to handle intoxicants.

My successor having been appointed, it may not be improper to add at this time that more than four years' service in Alaska as United States attorney has convinced me that the present laws relating to the sale of intoxicating liquors in Alaska are and always will be failures. Nothing but a license law can be enforced, and that I believe can be. It is expecting impossibilities of the officers to hope that they can even comparatively enforce the present laws. With 100 active, honest deputy collectors, and the service of every revenue cutter in the United States, whisky could and would be smuggled into and manufactured in Alaska in large quantities. The only remedy is a law which will have the approval and support of the citizens, and the license law will meet such approval.

Very truly, yours,

C. S. JOHNSON, *United States Attorney.*

The ATTORNEY-GENERAL,
Washington, D. C.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., January 23, 1894.

SIR: I inclose herewith, for your information and such action as to you may seem proper, communications dated, respectively, the 17th of November and the 15th of December last, from Messrs. Marcus J. Cohen and Hugh S. Wyman, in relation to the establishment of breweries in Juneau and Sitka, Alaska. I also inclose copy of an opinion, dated the 28th ultimo, of the Solicitor of this Department, to whom Mr. Cohen's letter was submitted, wherein he states that, assuming it is the intention to manufacture beer for medicinal purposes, there would seem to be no objection under existing law to the establishment of a brewery as proposed.

Respectfully, yours,

W. E. CURTIS, *Acting Secretary.*

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF INTERIOR, *March 5, 1894.*

Respectfully referred to the governor of Alaska for consideration and expression of his views upon the question presented in the accompanying papers.

WM. H. SIMS, *Acting Secretary.*

DEPARTMENT OF JUSTICE,
OFFICE OF THE SOLICITOR OF THE TREASURY,
Washington, D. C., December 28, 1893.

SIR: Under date of the 27th instant Assistant Secretary Hamlin incloses a letter from Mr. Marcus J. Cohen, who desires to conduct a brewery business in Juneau, Alaska.

Mr. Cohen says that he does not desire a permit for other purposes than the law prescribes.

My attention is invited to section 14 of the act approved May 17, 1884, for the establishment of a civil government for Alaska.

That section provides, among other things, that the—

* * * "importation, manufacture, and sale of intoxicating liquors in said district, except for medicinal, mechanical, and scientific purposes, is hereby prohibited under the penalties which are provided by section 1955 of the Revised Statutes for the wrongful importation of distilled spirits." * * *

How far the assurances of Mr. Cohen can be relied on I have no means of knowing; but assuming that he proposes in good faith to conduct his business as the law prescribes or permits, I can see no objection to granting his request.

The letter is herewith returned.

Very respectfully,

F. A. REEVE, *Solicitor.*

The SECRETARY OF THE TREASURY.

OLYMPIA, WASH., *December 15, 1893.*

SIR: I have the honor to herewith respectfully request of you permission and authority to take steps to reopen the brewery of the late Mr. A. Cohen, at Sitka, Alaska, which is now closed pending some order of the Interior Department relative to the sale and manufacture of intoxicants in the District of Alaska; said brewery is for the manufacture of beer only, and will be conducted in strict accordance with rules and regulations governing such business. A favorable consideration of the subject-matter of this letter can be communicated to the Hon. Mr. Sheakley, present governor of Alaska, who is familiar with the history and operation of said brewery at Sitka, and whom, I presume, would indorse the policy of permitting that particular brewery to operate in Sitka, as it has for many years done.

Awaiting an early reply, I remain, very truly, yours,

HUGH S. WYMAN.

Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

DISTRICT OF ALASKA, EXECUTIVE OFFICE,
Sitka, Alaska, April 16, 1894.

SIR: Please find herewith inclosed letters of Hugh L. Wyman, M. D., Marcus Cohen, Hon. F. A. Reeve, Solicitor of the Treasury, and the Hon. W. E. Curtis, Acting Secretary of the Treasury, all of which were referred to the governor of Alaska for consideration and expression of views upon the questions presented in the said letters.

I have the honor to say that, in my opinion, it would not be possible for anyone to operate a brewery in Alaska for the manufacture of beer, and keep within the law and regulations made by the President, as promulgated in Treasury Circular No. 34, dated at Washington, March 12, 1892, and I know of no way for the proprietors of breweries to obtain relief except by act of Congress.

The governor of Alaska has but limited discretionary power, and can do nothing in the matter but to execute the law as he finds it, and in the light of recent experience he would not feel warranted in granting a permit to anyone to operate or open a brewery in Alaska.

Respectfully, yours,

JAMES SHEAKLEY,
Governor of Alaska.

The SECRETARY OF THE INTERIOR,
Washington, D. C.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington D. C., November 19, 1894.

SIR: Referring to my letter to you of the 23d of January last, with which were inclosed communications from Messrs. Marcus J. Cohen and Hugh S. Wyman in relation to the establishment of breweries in Juneau and Sitka, Alaska, I have the honor herewith to inclose for your further information, and such action as to you may seem proper, copy of letter, dated the 27th of August last, from the United States attorney at Sitka, and of the communications inclosed therein, all of which relate to the manufacture of beer in the Territory of Alaska.

Respectfully, yours,

C. S. HAMLIN, *Acting Secretary.*

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF INTERIOR, *November 28, 1894.*

Respectfully referred to the governor of the District of Alaska for his consideration and such action as may be deemed proper

WM. H. SIMS, *Acting Secretary.*

DISTRICT OF ALASKA,
UNITED STATES DISTRICT ATTORNEY'S OFFICE,
Sitka, Alaska, August 27, 1894.

SIR: Inclosed is a copy of a letter from the Commissioner of Internal Revenue in reference to manufacturing beer in Alaska.

Two persons have complied with the law in all respects at Sitka, or are ready to do so, and the governor has declined to permit either to operate. One of the persons is Miss Cohen, the postmaster. I have advised her to have nothing to do with the matter, but she insists, and perhaps knows her business best. The governor's licensed dealer in liquor at Juneau for July reports the sale of 42 gallons of whisky and 20 gallons of brandy. If this is legal I do not see how it is indiscreet to manufacture beer, nor to permit its manufacture "for medicinal, mechanical, and scientific purposes."

To comply with Miss Cohen's request I forward you this, having explained to her the obstacle was the governor's discretion, a matter difficult to review.

Most respectfully,

LYTTON TAYLOR, *United States Attorney.*

Hon. C. S. HAMLIN, *Washington, D. C.*

PORTLAND, OREG., *August 8, 1894.*

DEAR MADAM: Brother Lewis called on me yesterday in reference to your application for a license, also order for malt and hops, etc. Upon seeing the internal-revenue collector in regard to your case, he told me that just as soon as he received the brewer's bond from you the license would be issued. The carrying on of the brewery depended entirely on the rules and regulations of Alaska (that you must know, for I don't).

The goods shall be shipped so as to be in time for the steamer leaving Tacoma on the 11th instant.

Very truly, yours,

H. WEINHARD.

Miss PAULINA COHEN, *Sitka, Alaska.*

INTERNAL-REVENUE SERVICE,
DISTRICT OF OREGON, COLLECTOR'S OFFICE,
Portland, Oreg., August 3, 1894.

PAULINA COHEN,
Dist. of estate of A. Cohen, deceased, Sitka:

In response to your application for brewers' license, you are informed that if a satisfactory bond and notice is executed and returned by you on the inclosed blanks, brewers' license will be issued and stamps furnished as desired, but you must distinctly understand that the execution of said papers and the issuance of such license will not apply as a protection to you in case you should violate the regulation laws of Alaska. Execute bonds in the sum of $500. Be sure to have the papers carefully executed, so as to save delay in returning the same for correction.

Very respectfully,

HENRY BLACKMAN, *Collector.*

TREASURY DEPARTMENT,
OFFICE OF THE COMMISSIONER OF INTERNAL REVENUE,
Washington, D. C., July 28, 1894.

SIR: Your letter of the 18th instant has been received, referring to this office, at the request of R. Witz, of Sitka, Alaska, the question of his right to pay special tax and receive a stamp as a brewer in that Territory, his application for the stamp having been denied by you.

As there are purposes for which beer may be manufactured and sold in Alaska, to wit, "Medicinal, mechanical, and scientific purposes," it may be presumed that he intends to manufacture and sell beer for these purposes only, and that on his giving a good and sufficient bond as a brewer, you may receive from him the special tax and issue to him the requisite stamp.

You will, however, give him warning in advance that neither compliance with the internal-revenue laws nor possession of the special-tax stamp can give him any right to carry on his business of brewing and selling beer in violation of the act organiz-

ing the Territory of Alaska, or afford him any protection whatever from prosecution and conviction for such a violation of law. Whether he at any time manufactures or sells beer for any other purposes than those authorized by the act of May 17, 1884, (23 Stat. L.), or without having complied with the Executive order of March 12, 1892 (38 Internal Revenue Record, 87), will be a question for those whose duty it is to enforce the provisions of section 14 of that act. The internal-revenue laws do not interfere therewith in anyway. (License Tax Cases, 5 Wall., 462.)

You will please send a copy of this letter to Lytton Taylor, esq., United States attorney, at Sitka, Alaska.

Respectfully, yours,

G. W. WILSON,
Acting Commissioner.

HENRY BLACKMAN, Esq.,
Collector Internal Revenue, Portland, Oreg.

The foregoing was read to me by the United States district attorney, at Sitka, Alaska, and also read to me in French by Sergeant La Forret, of the United States Army, and I understand the same and agree to comply with the laws of the United States.

ROBERT WITZ.

SITKA, *August 13, 1894.*

DISTRICT OF ALASKA, EXECUTIVE OFFICE,
Sitka, April 8, 1895.

SIR: On my return to Sitka I found your communication of November 28, 1894, and accompanying papers awaiting me. The executive order concerning the sale of intoxicating liquors in the Territory of Alaska for medicinal, mechanical, and scientific purposes, as set forth in Circular No. 34, dated Washington, D. C., March 12, 1892, is of such a restrictive character as to render its operation almost impracticable.

To license a brewery to manufacture beer for medical purposes in the village of Sitka, a town of less than four hundred people, where the beer can only be sold on prescription of a regularly practicing physician, would be absurd. So impracticable is it to dispense intoxicating liquors under these rules and regulations without their infringement that I have deemed it wise not to issue any more permits and to cancel those in existence.

Accordingly, I had the only one at Juneau returned to me on the 12th day of December, 1894. The permit at Sitka is the only one now in operation in this Territory.

Very respectfully, yours,

JAMES SHEAKLEY,
Governor of Alaska.

The SECRETARY OF THE INTERIOR,
Washington, D. C.

JUNEAU, ALASKA, *November 17, 1893.*

SIR: I desire to respectfully call your attention to the status of the liquor question in Alaska, in hopes that some instructions may be given to the governor to enable him to act in the matter without involving him in trouble and yet comply with the law. I am the owner of a brewery in Juneau, Alaska, and have a considerable amount of capital invested in it; but under the present regulations of the Department I can not carry on the business without a permit from the governor to sell in a manner prescribed by law. This permit the governor hesitates to give, as he is not clear what the wishes of the Department are in regard to the matter. If the permit of the governor is obtained, a license then is issued by the proper authorities and the business then can be carried on as the law prescribes. I do not wish a permit for other purposes than the law prescribes, and do not wish to make sales other than prescribed by law. It would be matter of the greatest importance to us if the Department would give us some information that would definitely settle the matter.

Trusting for a reply, I have the honor to remain, respectfully,

MARCUS J. COHEN.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, *December 7, 1893.*

Respectfully forwarded to the Honorable Secretary of the Treasury for his consideration.

JNO. M. REYNOLDS,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, May 3, 1894.

SIR: Your letter has been received, in which you call attention to the fact that you are the owner of a brewery at Juneau, Alaska, in which you have invested considerable capital, and requesting that the governor of the Territory be authorized to grant you a permit to do business and to sell manufactured product in the manner prescribed by law.

In response thereto I have to state that the governor of the District of Alaska, to whom the matter was referred for report, has expressed the opinion that it would be impossible to operate a brewery in Alaska for the manufacture of beer and keep within the law and regulations made by the President and promulgated in Treasury Circular No. 24, dated March 12, 1892, and that he is not aware of any way in which the proprietors of breweries in Alaska can obtain relief except through Congress, in which conclusion I concur.

Very respectfully,

WM. H. SIMS, *Acting Secretary.*

Mr. MARCUS J. COHEN,
Juneau, Alaska.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., January 22, 1894.

SIR: I have the honor to transmit herewith for your information, and with the suggestion that the attention of the governor and the district attorney for the Territory of Alaska be called thereto, copy of a letter, dated the 23d ultimo, and of its inclosure, from Mr. John F. Gray, of Juneau, Alaska, wherein it is claimed that druggists in the Territory are supplying intoxicating liquors to saloons, where such liquors are openly retailed.

Respectfully, yours,

W. E. CURTIS,
Acting Secretary.

The SECRETARY OF THE INTERIOR.

A true copy, taken from the mail steamer City of Topeka's manifest, of liquors and beer shipped to Juneau, Alaska, for medicinal use.

Date.	Name.	Date.	Name.	Date.	Name.
1893.	J. C. Koosher:	1893.	W. Mulcahey—Con'd:	1893.	Wm. Nelson—Con'd:
Oct. 26	1 bbl. whiskey.	Dec. 21	10 galls. rum.	Dec. 21	10 galls. rum.
	2 bbls. beer.		1 c. alcohol.		1 bbl. whiskey.
	1 bbl. ale.		20 galls. whiskey.		6 bbls. beer.
	1 bbl. porter.		20 galls. wine.		½ bbl. brandy.
	1 bbl. claret.		10 galls. whiskey.		10 galls. wine.
	20 galls. brandy.		10 galls. gin.		3 c. porter.
	10 galls. rum.		10 galls. rum.		C. E. Coon:
	10 galls. alcohol.		3 bbls. beer.	Oct. 26	20 galls. whiskey.
	10 galls. port.		Wm. Nelson:		10 galls. brandy.
Dec. 3	10 galls. sherry.	Nov. 18	10 bbls. beer.		20 galls. whiskey.
	2 c. gin.		5 bbls. ale.		5 bbls. beer.
	1 bbl. whiskey.		5 bbls. porter.		1 bbl. claret.
	1 bbl. claret.		1 bbl. whiskey.		1 c. ale.
	3 c. whiskey.		1 bbl. claret.		1 c. stout.
	20 galls. brandy.		1½ bbls. porter.		1 c. porter.
	6 bbls. beer.		½ bbl. brandy.	Dec. 21	1 c. brandy.
	3 c. ale.		20 galls. whiskey.		2 c. porter.
	3 c. porter.	Dec. 3	2 c. champagne.		1 c. brandy.
	2 c. champagne.		1 bbl. whiskey.		1 c. champagne.
	1 c. alcohol.		2 c. ale.		40 galls. whiskey.
	Wm. Mulcahey:		3 c. porter.		20 galls. wine.
Nov. 18	1 bbl. whiskey.		1 c. whiskey.		10 galls. brandy.
	1 bbl. port.		1 c. brandy.		10 galls. gin.
	1 bbl. porter.		5 bbls. beer.		1 bbl. claret.
	5 bbls. beer.		½ bbl. claret.		5 bbls. beer.
	10 galls. whiskey.		10 galls. wine.		
	10 galls. brandy.		10 galls. gin.		

I think this will satisfy you that the matter will stand investigation. I have proof of everything written to you.

Respectfully,

JOHN. F. GRAY.

JUNEAU, ALASKA, *December 23, 1893.*

DEAR SIR: Last April I addressed a letter to the Secretary of the Treasury stating to him in detail the situation in which I was placed as a manufacturer of beer in this place. He referred me to Governor Lyman E. Knapp, then governor of Alaska. I made application to him for a permit to continue my business, as the internal-revenue collector at Portland, Oreg., under whose jurisdiction Alaska is, informed me he had no authority to issue licenses to anyone in Alaska to manufacture or sell malt or spirituous liquors after the 1st day of July, 1893. Governor Knapp would only grant me a permit to manufacture for medicinal use; that I could not accept of without perjuring myself. I closed my place of business on the 1st of July last and have not been permitted to open as yet.

My plant is so situated it is worth nothing for any other business. I conformed to the internal-revenue laws and paid my stamp tax for over five years, but don't think I am receiving justice from the Government as an American citizen, which the following will show: At present there are four licensed drug stores in this place, population about 600; the climate is healthy; four-fifths are in good health, and the balance are not invalids by any means. They are allowed through the present governor and collector of customs to ship beer and other liquors for medicinal use, but it is a noted fact that the drug stores are supplying saloons with beer and whisky to retail across the bar by the drink. Inclosed please note the shipments since October 26, 1893, a true copy from the steamer *City of Topeka's* manifest, which is about an average since last July.

I respectfully suggest that a man be sent here, not a resident of Alaska, to see the situation.

Yours, respectfully, JOHN F. GRAY.

Hon. CHAS. S. HAMLIN,
First Assistant Secretary of the Treasury, Washington, D. C.

DISTRICT OF ALASKA, EXECUTIVE OFFICE,
Sitka, April 17, 1894.

SIR: As requested, I herewith return the letter of Mr. John F. Gray, of Juneau City, Alaska, and the communication of Hon. W. E. Curtis, Acting Secretary of the Treasury, also copy of S. S. *City of Topeka's* manifest of liquors shipped to Juneau City, Alaska, to be sold for medical, mechanical, and scientific purposes, the subject-matter of which was referred to the governor of Alaska for investigation and report.

I have the honor to report that I visited the city of Juneau, Alaska, on the 27th day of March, 1894, and made a thorough investigation of the charges and allegations made by John F. Gray against the druggists of that place in his letter of December 23, 1893, to the Honorable Secretary of the Treasury.

Upon my arrival in Juneau, Alaska, I requested the deputy United States marshal to immediately notify Mr. John F. Gray, the complainant, and also the druggists against whom the complaint had been made, to appear at the court-house in the city of Juneau, at 2 o'clock p. m., same day.

At the appointed hour and place John F. Gray, complainant, and the following druggists, holding permits to sell intoxicating liquors for medical, mechanical, and scientific purposes, appeared: William Nelson, Dr. J. C. Koosher, and William Mulchahey, comprising all the druggists who hold such permits in the city of Juneau, that of C. E. Coon having expired in November, 1893.

I presided at the investigation, which was conducted openly, all parties in interest and many others being present. I stated the cause, read the complaint, and examined the witnesses.

The charges of John F. Gray against the druggists of Juneau City were fully sustained by direct evidence. Four witnesses, Frank Howard, George Miller, Silas Gibson, and Frank M. Berry, testified under oath that they had bought at sundry times as much as five gallons at one time, which was taken to a saloon and sold at retail, by the drink.

Silas Gibson testified that he keeps a barroom, and that he bought 5 gallons of whisky of William Nelson, the druggist, and sold it by the drink. Frank Berry testified that he bought within this year 10 gallons of whisky at one time from J. C. Koosher, the druggist, and sold it. George F. Miller testified that he keeps a hotel and a bar, and that he bought whisky this winter from both Mulchahey and Koosher several times; generally bought half a gallon at a time; always sent a man to get it, but paid for it himself, and sold it over his bar; Mulchahey knew he kept a bar.

The defendants were requested to cross-examine the witnesses, but did not do so, and had nothing to offer in defense, but claim it a conspiracy to deprive them of their permits to sell liquors.

I believe that the druggists have willfully and knowingly violated the Executive order regulating the sale of intoxicating liquors in the Territory of Alaska, for medical, mechanical, and scientific purposes.

Therefore I deem it my duty to suspend the permits of all the aforesaid druggists in the city of Juneau, and I have accordingly formally suspended the permits of William Nelson, William Mulchahey, and Dr. J. C. Koosher, for an indefinite period.

Respectfully, yours,

JAMES SHEAKLEY,
Governor of Alaska.

The SECRETARY OF THE INTERIOR,
Washington, D. C.

[Extract from report of the governor of Alaska for fiscal year ended June 30, 1890.]

The greatest hindrances to the prompt and efficient administration of justice in this district are the lack of transportation facilities, the great distances, want of means for communication, and the difficulty of securing competent and reliable juries. If a moderate-sized steam vessel were furnished the civil government for its use in the discharge of the duties and work of the several departments under its control, these difficulties would, in part at least, disappear. It seems unnecessary to repeat what I said in my report for 1889, but the experiences of the last year have served to confirm and strengthen the opinion then expressed that provision for transportation, not now readily available, is absolutely essential to the proper administration of the government and effective enforcement of the laws.

The law prohibiting the sale and manufacture of intoxicating liquors in the Territory is a dead letter, except in its application to the Indians. Liquors of the vilest quality, it is asserted, are sold openly and in violation of the law, even to those whose families are suffering for the necessities of life. The reason assigned for the inefficiency of the law is that prosecutions would be of no avail. Grand juries refuse to indict, and petit juries refuse to convict. I presume this statement is made intelligently and is in accordance with the facts, though I am not aware of any attempt to secure convictions. A number of complaints to the grand jury at the January term, for smuggling liquor, resisting an officer, etc., were treated by that body in a way to induce the belief that they were not in sympathy with restriction laws.

Last January many of the best citizens of Juneau, apparently influenced by a desire to regulate and restrict the sale of intoxicating liquors, which they believed could not be entirely prevented, held consultation together and with the officers of the civil government, and undertook to devise a partial remedy of the evils of indiscriminate sale. It was finally proposed that the governor grant licenses for sales according to law to such persons as should deposit the sum of $250 for expenditure, under the direction of road commissioners, upon the streets and sidewalks of the city or town where the vendor resides, the applicant to also give bonds that he would keep an orderly house and would not sell to Indians, or minors under the age of 18 years, the license to be revoked in case of failure to fulfill these conditions, or for other cause. The only protection expected was in the support of public sentiment and the influence it might have upon juries and officers of the law. No license has yet been granted and no application made for one. Legislation which would provide more effective machinery for the enforcement of the present law, or the substitution of something more practical in the place of it, would undoubtedly afford a more satisfactory solution of the perplexing question.

[Extract from report of the governor of Alaska for fiscal year ended June 30, 1891.]

Of the criminal business a large proportion was either directly connected with the sale and importation of intoxicating liquor or grew out of its use, directly or indirectly. The unfortunate conditions of nonenforcement of the laws on these subjects reported last year are still continued, and the results of efforts to enforce them are no less unfortunate. In order to bring the information in its details before the executive and legislative departments of the Government I addressed a letter of inquiry to the United States district attorney asking a report of matters connected with the business of his office during the year ending June 30, 1891, especially, among other inquiries, asking what steps had been taken to enforce the law against the sale of intoxicating liquors within the Territory and what is the present status of things in relation to its violation within the district. His reply is appended hereto as Appendix B.

The laws of the Territory seem to impose duties, in relation to the different phases of the liquor business, upon three or more different officers. First, the collector of customs is required to use his utmost endeavors to prevent its importation into the

Territory. None is allowed to be landed except with a permit from him, and in the exercise of his discretion in giving such permits he is accountable only to the executive department of the National Government; and I have no information or means of knowing to what extent or how wisely such discretion has been exercised. Secondly, the governor is required, in the exercise of a sound discretion, to issue licenses for the manufacture and sale of intoxicating liquors for the uses allowed by law to such persons as he deems it wise and necessary. Up to the time of writing the last annual report the present incumbent had issued no license, because no application had conformed to the requirements made, and it was so stated in the report. During the past year five licenses to sell for the uses allowed by law were issued, three to parties residing in Juneau and two to parties residing in Wrangel. Two of these licenses have expired by the original limitations and three are still in force. Thirdly, it is the duty of the courts to impose the penalties authorized by law upon all offenders. The United States district attorney as public prosecutor has duties in the way of initiating proceedings for the enforcement of the law against selling, manufacturing, and importing intoxicating liquors without authority, and as to his action his report is the best exposition. If private citizens who take upon themselves the responsibility of forwarding complaints of official delinquencies and of making criticising statements for the public press would remember their obligations as citizens to conform to the laws and assist in their enforcement there would be less occasion for deprecating the failure of justice in the Territory.

The importance of better transportation facilities for the administration of the government and the enforcement of the laws has been freshly illustrated by the experiences of the past year. In a number of instances persons charged with crime have not been arrested for want of facilities for travel and transportation for officers, defendants, and witnesses. In other cases greater expense has been incurred than would have been necessary if a vessel had been provided for the use of the Territorial administration. At every regular term of the court the expense of transporting court officers, jurors, and Government witnesses to and from the place of holding the session is no unimportant item, but for some unexplained reason the last Congress declined to intrust the Territorial government with a vessel for transportation purposes, and the only relief now suggesting itself is the detail of a revenue cutter for use in Alaska, to combine the service of the customs department with that of transportation, for general purposes in the administration of the Territorial government. A naval vessel stationed in these waters does not meet all the requirements of the situation. War ships are scarcely adapted to transportation business because their space is too much taken up in supplying accommodations for their regular crews, and their business is war, not transportation. The want of flexibility in the naval services does not in any way militate against its usefulness for its legitimate work, but it does operate to prevent the best results when other work than that in its line is required. The revenue marine is in the civil service. It is organized for the purpose of assisting the civil government, and the need of additional facilities for enforcing the revenue laws in Alaska is most pressing. The temptation for unprincipled men to engage in smuggling intoxicating liquor and opium into this Territory is very great; and yet the collector of customs, upon whom is laid the duty of preventing it, has been furnished with only a single rowboat with which to patrol and guard 3,000 miles of coast line. He has also other duties which require traveling facilities. It is made his duty to enforce the law against the barricading of streams to prevent salmon from ascending to their spawning grounds. These streams are innumerable and remote from lines of commercial traveling and out of the way of ordinary communication. This whole Territory is innocent of carriages and railroads, and the only means of travel are found in our intricate system of waterways. How, then, with his present facilities, can he be expected to perform the responsible duties of his office?

The organic act of May 17, 1884, provided for only four commissioners to perform the judicial functions of petty courts and courts of probate for the whole of this vast territory, with its 33,000 people, located in more than 200 towns and villages, scattered all over this vast domain. They are by law so strictly located that even a temporary removal from their fixed habitation, without a special authorization from Washington, is liable to be construed into a breach of duty. During the seven years since the passage of this act the utter inadequacy of this provision for the protection of the people and their interests has been repeatedly reported and urgent appeals have been made for relief. So important has it seemed for the preservation of the public peace that there should be some authority to enforce it in places remote from the residences of the commissioners that Congress has been requested to legalize the appointment of justices of the peace without compensation. But never a word or syllable, not even of inquiry into the necessity for legislation, has been heard in the halls of the National Legislature. A well-known rule in physics needs but a slight modification to illustrate. In the apparent estimation of the legislative mind the lives and property rights of human beings are held of importance in the adverse ratio of the square of the distance.

It is conceded that an attempt to cover the whole district with jurisdictions of local petty courts by a single enactment would be folly, but as the country develops, and the native population becomes educated up to the idea of submitting to legal process and judicial decision, additional tribunals should be furnished. At the present time there is a crying need of at least three commissioners in addition to those already authorized, and more are desirable. Kadiak, Unga, and St. Michaels are central points about which are grouped business enterprises which employ large numbers of men, and from which supplies are distributed to miners, fishermen, hunters, traders, and the native people of wide sections of the country. Many other places, like Chilkat, Klawak, Howkan, Yakutat, Nutchek, Kenai, Carmel, Bethel, Point Hope, and Anvik, ought at least to have legally constituted justices, constables, and lockups.

In response to my request Judge Bugbee, of the United States district court, has made some very valuable suggestions upon the legal complications of our present law and procedure, and of remedial legislation needed, which I have attached hereto as Appendix C. The district attorney's letter, Appendix B, heretofore referred to, also gives a carefully digested résumé of these matters, both of which ought to receive candid consideration. The importance of modifying the methods of drawing juries, of changing the requirements as to legal qualifications, of reducing the number requisite to constitute a legal grand jury can not be overestimated.

APPENDIX B.

SIR: It is impossible to fully give you my views on the various questions referred to in your letter, hereto annexed, without making my communication inconveniently long.

Your special anxiety to learn what steps have been taken to enforce the law against the sale of intoxicating liquors within the Territory of Alaska is but natural.

The violations of the liquor laws have been a source of more anxiety and labor to all the officials in Alaska than any, I may safely say than all, other violations of law combined.

I find public sentiment almost a unit against the present prohibitory laws and against the enforcement of the same.

When I entered upon the discharge of my duties in Alaska I found the opinion and practice prevailed that United States commissioners had no jurisdiction to try offenders for any violation of the liquor laws. The defendant, if probable cause were shown, was held for trial in the United States district court. This practice resulted in burdening the district court with a large number of petty cases, the expense of each prosecution was enhanced tenfold, and, worse than all, the cases being tried to a jury, very many of the defendants were acquitted.

After a careful examination of the laws of the State of Oregon and of the revised statutes conferring jurisdiction upon our commissioners, I advised them in all minor cases, such as selling liquor to Indians, to try, and if found guilty, sentence the offenders as provided by law, and this practice has prevailed for more than a year. These cases being generally tried to the court, without the intervention of a jury, convictions are more certain and less expensive.

There is a grave doubt as to just what jurisdiction our commissioners have. This should be set at rest by legal enactment and their jurisdiction should be materially extended.

There now are, and for many years have been, within the Territory two or three breweries manufacturing and selling beer for other purposes than those prescribed by the statutes. There are also many persons openly engaged in selling intoxicating liquors contrary to law. These facts I have laid before each grand jury, advising them that it was their sworn duty to indict all such persons. Yet in every instance they not only have refused to indict, but have refused to hear any testimony upon the subject whatever. Some of these grand juries have been composed of the best representative citizens of the Territory, yet the sentiment is so universally against the enforcement of the present liquor laws that no indictment can be had and no conviction secured except where the liquor has been sold or given to a native. In the latter cases the sentiment of all the better classes of citizens is in favor of a rigid enforcement of the law. The consequent result is that comparatively little intoxicating liquor finds its way to the natives.

SALMON-FISHING LAWS.

A few complaints have been made to me that traps were being placed in streams in violation of law. An investigation has not shown the facts to exist, and I know of no violations of the salmon-fishing laws:

QUALIFICATION OF JURORS.

I do not believe permanency of residence should be a prerequisite to eligibility for ury service in Alaska, and for the following reasons:

The citizens of Alaska being deprived of the right of elective franchise and self-government, every citizen of the United States found in or owning property in Alaska is equally interested with the permanent resident in seeing all laws enforced. The general land laws have not as yet been extended to Alaska. Her people have little encouragement to make here a permanent home. As a result, her population is largely transitory or migratory in its nature, and many of her best and most influential citizens are not permanent residents. These people would be of material assistance in enforcing the law were they competent to sit as jurors. I believe any citizen of the United States who is a competent juror in his own State ought to be a competent juror in Alaska. In that event, terms of court could be held in western Alaska, where they are so much needed; whereas, under the law as it now is, it is very difficult, if not absolutely impossible, to secure a sufficient number of competent jurors to hold a term of court in that section of the Territory.

GRAND JURIES.

Not less than sixteen grand jurors under the Revised Statutes, and seven under the Oregon code, are necessary to constitute a panel. I believe the lesser number would be more convenient and efficient in all respects.

DRAWING JURIES.

Among the inconveniences in drawing juries, not experienced elsewhere, may be mentioned, first, the limited number of competent jurors to be found within the Territory; second, the vast extent of territory from which they must be drawn; third, the inadequate means of communication between the various settlements, and consequent long delays in impaneling a jury.

DIFFICULTIES IN ADMINISTERING LAWS.

In addition to the difficulties above suggested in the way of a satisfactory administration of the laws of the Territory are the laws themselves, and the anomalous modes of procedure under which we are compelled to operate.

Perhaps the perpetrators of one-fourth of the crimes committed in Alaska are punishable under the United States statutes, while the other three-fourths are prosecuted under the laws of the State of Oregon in force on the 17th day of May, 1884. To illustrate: Prosecution for the crimes of murder and larceny are under the Revised Statutes, while those of shooting or stabbing with intent to kill, burglary, etc., must be under the laws of Oregon. The forms of procedure in the one case and the other are radically different, from the drawing of the juries to the entering of final judgment or sentence.

The form of procedure is always one of uncertainty. Each judge, in turn, upon assuming the duties of his office, and after months of laborious effort in trying to reconcile the organic act, the Revised Statutes, and the code of Oregon, has designated some form of procedure to be followed, with no assurance that his successor in office can conscientiously adopt the same form. And, indeed, so uncertain is the meaning of the language of the organic act that each judge who has occupied the bench since civil government was extended to Alaska in 1884 has placed a different construction on various clauses in the act.

Again, the criminal laws in the Revised Statutes which are applicable were passed nearly one hundred years ago, and the penalties prescribed are so severe that an enforcement of them is obnoxious to the advanced civilization of to-day.

Another serious obstacle to the enforcement of law in Alaska is the lack of all jail facilities in many important places, such as Unalaska, Unga, Kadiak, and Chilkat.

The officers at these and other places are powerless to enforce the laws because they have no kind of lockup in which to confine prisoners. Again, to illustrate, suppose the deputy marshal at Unalaska arrests a criminal and takes him before the United States commissioner. If it be a case of misdemeanor, and the commissioner imposes a fine, the defendant simply refuses to pay it. The marshal is unable to detain him until such time as he can be sent to Sitka, and the result is he is turned loose. The deputy marshal at Chilkat a few months ago arrested a native for stabbing another. He was guarded for days awaiting some means whereby the marshal could send him to Sitka. Before the arrival of the mail steamer the prisoner escaped and has not since been apprehended. Murderers are permitted to go at large at these places because the officers can do nothing with them in case of arrest. All this could be obviated by the outlay of a few hundred dollars at each place in building cheap wooden jails suitable for temporary use only.

REMEDIES SUGGESTED.

I have enumerated a few of the disadvantages under which we labor.

For the relief desired I would unhesitatingly advocate the enactment of a code of laws by Congress for the government of Alaska. Our position is so peculiar, both politically and geographically, so different from that of any State or Territory of the Union, that I know of no code of laws now in existence which would meet the demands of Alaska. To that end I would suggest the appointment, by the proper authority, of a committee of three competent attorneys, residents of the Territory, one of whom should be the presiding judge of the district court, whose duty it should be to compile and report a code of laws for the government of Alaska, to be submitted to Congress for its approval and adoption.

If the above recommendation be deemed inexpedient, then I would suggest the repeal of the present prohibitory liquor laws, and in place thereof the adoption of a high license law, with strict prohibition of sale or gift to a native or minor of any intoxicating liquor, with jurisdiction conferred on United States commissioners to try all cases of violation of the law.

I would favor making the laws and procedure of the State of Oregon as they now exist the law and procedure for Alaska, with perhaps a very few exceptions.

If neither of these suggestions be deemed practicable, I would at least urge the amendment of the organic act so that there could be no doubt as to which of the laws of Oregon and which of the laws of the Revised Statutes are applicable to Alaska. I would also have it clearly defined as to the procedure governing our courts.

I am, very truly, yours,

C. S. JOHNSON,
United States Attorney.

The GOVERNOR.

APPENDIX C.

SITKA, ALASKA, *August 17, 1891.*

DEAR SIR: I am in receipt of your favor of recent date requesting such suggestions from me as might seem important in regard to the laws of Alaska and their enforcement, and submitting certain specific questions relating thereto.

It is difficult for me to give catagorical answers without a preliminary statement involving suggestions upon other topics than those you have propounded.

The general laws of the State of Oregon, in force May 17, 1884, were, by the terms of our organic act, "declared to be the law in the District so far as the same may be applicable and not in conflict with the provisions of this act or the laws of the United States," and the organic act further declared that "the laws of the United States not locally inapplicable to said District and not inconsistent with the provisions of this act, are hereby extended thereto."

As I have had occasion to say before, in a recent decision, "it is left for the court to decide, as occasion may demand, whether or not any particular law of the United States is or is not 'locally inapplicable' to the district; whether any general law of Oregon is or is not in conflict with the provisions of the organic act or the laws of the United States, and whether it is or is not applicable to the Territory of Alaska." It has been held by the United States circuit court for the district of Oregon that it is only when the laws of the United States are silent, or make no provision on the subject, that resort can be had to the laws of Oregon, so far as they are applicable; that no law of Oregon is to have effect in Alaska if it is in conflict with a law of the United States, and that there is such a conflict, within the meaning of the statute, not only when these laws contain different provisions on the same subject, but when they contain similar or identical ones. (Kie *v.* U. S., 11 Sawy., 579.)

Adherence to this rule has raised so many questions, caused so many inconveniences, and presented so many difficulties as to call imperatively for changes in our organic act.

Take, for instance, the crime of murder. If committed within any place or district of country under the exclusive jurisdiction of the United States (and Alaska has been held to be such), it is a capital offense and has no degrees. Under the Oregon laws the crime is either murder in the first degree, punishable with death, or murder in the second degree, punishable with imprisonment for life.

Nearly all the homicides committed within the district have been, so far as my judicial experience goes, committed by natives or Indians so called, and in their view justified by their traditions or religion. They fall more naturally within the definition of murder in the second degree, under the laws of Oregon, and have no elements even of the crime of manslaughter; yet, as they lack the deliberate and premeditated malice, which to an Alaskan jury would justify hanging, the verdict of guilty of manslaughter is invariably found, and the punishment that follows is inadequate to the offense.

So also as to the crime of rape, generally committed in this district upon or by natives. It is a capital offense under United States laws (which are the laws to be followed here), while in Oregon it is punishable by imprisonment; and I venture to say that the crime must be unparalleled in its atrocity to insure a verdict of guilty at the hands of an Alaskan jury.

The laws of Congress upon these subjects have not been changed since their enactment in 1790, although the States and Territories have provided wiser and more humane laws. In this regard it is just that Alaska should be placed upon the same plane as the State of Oregon.

Let me cite, as another instance, the difficulties met with in impaneling jurors. Under the acts of Congress, when grand and petit jurors are to be drawn, the names of not less than 300 qualified persons are to be placed in the box at the time of drawing. Under the Oregon laws the jury list contains the names of 200 persons, if there are that number of qualified jurors upon the assessment roll. In Alaska there is no assessment roll. Two terms of the district court are held here in each year, each requiring the drawing of a jury. It is simply impossible to comply with the United States law and place the names of 300 qualified persons in the box at each drawing, without calling upon citizens residing a thousand miles away, whom, in most cases, it would be difficult and inordinately expensive, if not impossible, to summon to court.

The laws of the United States also require not less than sixteen grand jurors, while the laws of Oregon require but seven. I believe the latter number to be sufficient to inquire into all crimes committed within the district. Jurors who serve in Alaskan courts have, generally speaking, the same qualifications and are entitled to the same exceptions as they would have under Oregon laws, and, although the duration of residence as a qualification for service might be shortened to advantage, I do not see any necessity for a change in other respects.

I think it would greatly facilitate the administration of justice in this District if by act of Congress we were permitted to conform the practice, pleadings, and mode of proceeding in criminal as in civil cases to the practice, pleadings, and mode of proceeding in Oregon courts; and if the general laws of Oregon in force at this date were, so far as applicable, declared to be the law of this District, instead of the laws of that State in force at the date of the organic act, we might be still further benefited by taking advantage of the advanced legislation of that State, at least until we are furnished by Congress with a code of our own.

Our four United States commissioners, residing respectively at Sitka, Juneau, Wrangell, and Unalaska, have the jurisdiction and powers of commissioners of the United States circuit courts, and exercise all the duties and powers, civil and criminal, conferred on May 17, 1884, on justices of the peace under the general laws of the State of Oregon, so far as such laws may be applicable in this District and not in conflict with the organic act or the laws of the United States. They have also the jurisdiction in testamentary and probate matters which in Oregon was then given to the county judges of that State, with certain other powers. The organic act further provides that they shall each receive a salary of $1,000 per year and the usual fees of United States commissioners and of justices of the peace for Oregon. In respect to these fees there has been a continued controversy with the Departments at Washington, still remaining unsettled. Their jurisdiction as justices of the peace permits their deciding certain civil cases involving not more than $250, and a limited class of petty criminal cases. If their jurisdiction were increased so as to include cases involving not more than $1,500 or $2,000 and cases of misdemeanor, with an appeal to the present district court where proper, it would augment their authority and importance throughout the Territory and lead to a more summary adjustment of civil rights and more speedy punishment for crime, both of which are very desirable. In such case the salaries of these officers should be increased to, say, $2,500 per year in lieu of all fees.

There does not seem to be under existing laws any available means of effecting the organization or incorporation of municipalities or towns within this district with power to make or enforce needful police, sanitary, or financial regulations. Such legislation has long been needed and would be a fitting supplement to the townsite laws recently enacted by Congress.

All the needs I have mentioned might easily be supplied by amendments to our organic act, which could hardly meet with opposition in Congress.

The following may be briefly recapitulated as follows: First, the application of existing Oregon laws in place of those in force May 17, 1884, so far as applicable. Second, the special application of the existing laws of Oregon, in place of the United States laws, as regards the crimes of murder and rape. Third, the special application of the laws of Oregon relating to grand and petit juries and their mileage. Fourth, increasing the jurisdiction and salaries of United States commissioners. Fifth, conforming the pleading, practice, and mode of proceedings of all Alaskan courts in criminal cases to those of the courts of Oregon. Sixth, giving to our people the power to create municipalities.

Upon the other matters suggested in your letter I do not care at present nor in this manner to express my opinions.

I am, very respectfully, yours,

JOHN S. BUGBEE,
United States District Judge, District of Alaska.

Hon. LYMAN E. KNAPP,
Governor of Alaska.

[Extract from the report of the governor of Alaska for the fiscal year ended June 30, 1892.]

In the criminal trials in the United States district court, of which there were 12, 1 defendant was charged with selling intoxicating liquor to Indians; none with selling to others than Indians.

In the criminal trials in the Sitka commissioners' court, of which there were 121, 13 defendants were charged with selling intoxicating liquor to Indians; none with selling to others than Indians.

In the criminal trials in the Juneau commissioners' court, of which there were 244, 28 defendants were charged with selling intoxicating liquor to Indians; none with selling to others than Indians.

In the criminal trials in the Wrangell commissioners' court, of which there were 43, 19 defendants were charged with selling intoxicating liquor to Indians; none with selling to others than Indians.

There was no prosecution for selling intoxicating liquor to Indian or white in the court of the commissioner at Unalaska.

The trials in the district court were mostly by jury; those in the lower court were mostly without jury. In the trial of liquor cases, as in other cases, it may be said that, with certain and sufficient proofs of guilt, there were few failures of conviction. What might have been the result if the charge had been sales to white men does not appear.

It may be well to note the fact that under section 14 of the act of May 17, 1884, known as the "organic act," no distinction is made between selling to Indians and white men, but a general prohibition is enjoined; and the court has held that the word "Indian" in an indictment is surplusage. But the fact remains that the defendants were arraigned for selling to Indians, and proofs were presented of sales to Indians only. That intoxicating liquors of various kinds are sold openly and without concealment to white men in all the principal towns of southeastern Alaska is notorious and will not be denied. That intoxicating liquor in disguised forms as "lemon extract," "Jamaica ginger," "Hostetter's bitters," etc., are sold in large quantities to Indians is an equally conceded fact. The attention of the district attorney has been repeatedly called to these facts, verbally and in writing, officially and unofficially, and he has been urged to take such action as might be necessary to relieve the administration from the odium of charges of unfaithfulness or inefficiency in the execution of this law.

It has been alleged, in excuse for neglect to prosecute offenders against the prohibitory law of Alaska, that public sentiment will not sustain prosecutions; that convictions can not be secured, however strong the proofs; that grand juries will not indict any man for selling intoxicating liquor to white men.

I am not prepared to dispute these allegations; and yet I do not like to believe that there are no honest men in Alaska who have no regard for their oaths. If an honest and vigorous effort were made, if prosecutions were brought and pushed to issue with the thoroughness which ought to characterize the actions of men intrusted with the responsibilities of office, then failure might prove the existence of such an unfortunate lack of integrity on the part of the citizens of the Territory as is implied in the allegations above cited.

It is true grand juries act secretly, and it would scarcely be becoming in me to assume to give an account of their deliberations or their undisclosed acts. It will be seen from the above court statistics however, since commissioners' courts have no grand juries, that out of the sixty-three trials for selling intoxicating liquor reported, sixty-two were commenced by information or complaint, and no grand jury had any hand in the business whatever. Besides, a district attorney ought to carry his sense of responsibility for the enforcement of the criminal laws of his district into the grand-jury room. Can a man of ability and vigorous personality have no influence to prevent injustice and crime and criminal neglect and disregard of official obligation because of the veil of secrecy over the discussions in that body?

In a letter published in the report of the governor of Alaska for the fiscal year 1891, Appendix B, the district attorney says:

"There are also many persons openly engaged in selling intoxicating liquors contrary to law. These facts I have laid before each grand jury, advising them that it

was their sworn duty to indict all such persons. Yet in every instance they not only refused to indict, but have refused to hear any testimony upon the subject whatever."

This is a serious indictment. The men composing those grand juries were sworn officers of the court. Failure to bring an indictment when proper proofs were presented was perjury. Refusal to receive testimony may be contempt of court, and is at least an exhibition of unfitness to serve in the important and responsible office of jurors. If the allegation is well founded it discloses a condition of things which requires heroic treatment. It is difficult to see how, under such circumstances, a district attorney can do less than report the facts in open court, so that the judge can judicially determine whether or not the conduct of the jurors is worthy of censure or punishment, and whether there is such a disregard of their sworn obligations as to unfit them for further service in the capacity of officers of the court. It would seem that self-respect, as well as official obligation, demands that much.

At the May term of the district court held at Juneau, 1892, an important case of criminal libel, in which the evidence was overwhelming, was reported adversely by the grand jury without the formality of hearing the testimony of the complaining witness or any other witness for the prosecution. It seems that the district attorney was also ignored. At least he was not present when the case was considered, and some hours after the report was filed admitted ignorance of any action having been taken. Whether his lack-vigor, indifferent manner of prosecuting offenses against the liquor law, and the tameness with which he allowed himself to be thrust aside when his propositions on that subject were ignored had anything to do with this neglect or not I do not know. The respectful attention afterwards given to the statement of the complaining witness by the jury, when he was allowed on his own application to go before them, though too late for action on their part, suggests at least the probability that they would have listened to the attorney if he had wished to be heard. Another case which came under the personal notice of the writer was a complaint for perjury against a prominent citizen of the Territory, who had made two sworn statements before the commissioner, so inconsistent the one with the other that both could not be true. They had been made deliberately and with a full knowledge of the consequences, and in an important case involving the good name and personal liberty of another citizen. When this matter was before the grand jury for consideration the district attorney had private business to attend to in the form of trials of civil causes in which he was a retained attorney and could not attend to the matter before the grand jury. It was not strange that no bill was found.

I have deemed it my duty to refer to these matters because the law compels me to share the responsibility with the other officers in the discharge of their duties. My theory of the duties of executive officers is not original with me, but I am no less strongly impressed with their obligation to discharge them unflinchingly and without regard to personal consequences. I assume that however objectionable a law may be it is not the province of executive officers to ignore it. It is their manifest duty to enforce all laws with uncompromising vigor and leave all questions of their expediency and wisdom to the lawmaking power.

[Extract from the report of the governor of Alaska for the fiscal year ended June 30, 1893.]

LIQUOR TRAFFIC.

The law prohibiting the importation, manufacture, or sale of intoxicating liquors in Alaska is (in its present construction) a scource of irritation and discontent among all classes of people in the Territory. It gives rise to a large traffic in smuggled liquors, mostly from British Columbia, which our custom officers can not prevent and have not the means to suppress. Either the law should be changed or the revenue officers provided with the means to enforce its provisions.

Under the regulations made by the President and promulgated in Treasury Circular No. 34, dated March 12, 1892, the governor of the Territory may grant permits to sell intoxicating liquors for medical, mechanical, and scientific purposes. He may also revoke these permits for any violations of the regulations under which they were granted.

[Extract from the report of the governor of Alaska for the fiscal year ended June 30, 1894.]

INTOXICATING LIQUORS.

The act of Congress, approved May 17, 1884, creating a civil government for the Territory of Alaska, provides:

"SEC. 14. That the provisions of chapter three, title twenty-three, of the Revised Statutes of the United States, relating to the unorganized Territory of Alaska, shall remain in full force, except as herein specially otherwise provided; and the importa-

tion, manufacture, and sale of intoxicating liquors in said District, except for medicinal, mechanical, and scientific purposes, is hereby prohibited, under the penalties which are provided in section nineteen hundred and fifty-five (1955) of the Revised Statutes of the United States, for the wrongful importation of distilled spirits. And the President of the United States shall make such regulations as are necessary to carry out the provisions of this section."

Section 1955 of the Revised Statutes of the United States provides as follows:

"The President of the United States shall have power to restrict the importation of distilled spirits into and within the Territory of Alaska. The exportation of same from any other port or place in the United States when destined to any port or place in that Territory, and all such * * * distilled spirits exported or attempted to be exported from any port or place in the United States, and destined for such Territory, in violation of any regulations that may be prescribed under this section, and all such * * * distilled spirits landed or attempted to be landed or used at any port or place in the Territory in violation of such regulations, shall be forfeited; and if the value of same exceeds four hundred dollars the vessel upon which the same is found, or from which they have been landed, together with her tackle, apparel, and furniture and cargo, shall be forfeited; and any person willfully violating such regulations shall be fined not more than five hundred dollars or imprisoned not more than six months."

This, together with section 3240 of the general laws of the United States and section 669 of the Oregon law, comprises all the laws applicable to Alaska. The Treasury Department, or the collector of customs, acting under that Department, is intrusted with the execution and enforcement of the law as provided in section 1955 of the Revised Statutes.

I believe that all the gentlemen who have held the position of collector of customs in Alaska with whom I have become acquainted during the past seven years, have endeavored to earnestly and honestly perform their duty with respect to this law, and I know that no one has made greater efforts to enforce its provisions than the present incumbent.

Notwithstanding the efforts of the collector of customs, his deputies, and all the other civil officers in the Territory, intoxicating liquors are imported, landed, and sold without stint in every white settlement in Alaska.

Congress appears to have been content with passing a prohibitory law for the District of Alaska without providing any of the auxiliaries necessary and indispensable for the execution and enforcement of the same. There are no roads in Alaska, and all travel and transportation of merchandise must be by water navigation.

Alaska has 4,000 miles of seacoast and 20,000 miles of shore line to be watched and guarded against the smuggler of intoxicating liquors and contraband goods. As yet the customs officers have not been supplied with any kind of transport with which they could pursue, seize, and search vessels engaged in the illicit traffic.

Within the past year the collector of customs for Alaska has seized and forfeited 776 gallons of whisky and brandy, 462 bottles of whisky, and 17 pounds of opium—smuggled goods.

The United States district attorney for the District of Alaska is charged with the duty of prosecuting all persons accused of violating provisions of section 14 of the organic act which prohibits the importation, manufacturing, and sale of intoxicating liquors in said District. The law makes no distinction as to whether the vendee be an Indian or a white man, but public sentiment is so unanimously against the practice of selling or giving liquor to Indians that none but the lowest outcast will be found in the business.

Grand juries do not fail to find true bills of indictment, petit juries do not hesitate to try and to convict, and the court does not delay in passing sentence upon anyone found guilty of this crime. But when white men are accused of selling intoxicating liquors to white men the case is entirely different, so far as juries are concerned. Public sentiment is almost unanimously the other way.

The organic act has been the law of the Territory since May 17, 1884, and a great number of persons have been accused, arrested, and prosecuted by the successive district attorneys at almost every term of the United States district court held in Alaska. Yet in opposition to the repeated and forcible charges of the judge of the United States district court, and his earnest efforts to enforce the law, the grand juries have neglected to find bills of indictment against the offenders, and the records of the court fail to show that anyone at any time has been indicted, tried, or convicted of the crime of selling intoxicating liquors to white men.

The district attorney reports that 33 persons are under bonds to appear before the United States district court at Juneau, Alaska, in November next, for selling liquor in violation of the special internal-revenue law; 37 persons for importing and selling liquor contrary to section 1955 of the Revised Statutes of the United States, and 20 persons for all other offenses.

On the 1st of July, 1894, the collector of the internal revenue, after a suspension

of about one year, resumed the issuance of special-tax stamps to all persons engaged in the liquor traffic in Alaska. Since that time 34 liquor dealers and 4 brewers have paid the special tax of $25 each and received their receipts from the collector of internal revenue.

For a period of one year from the 1st of July, 1893, no special internal-revenue tax was collected from, or receipts issued to, the liquor dealers or breweries in Alaska, except to those who had a permit from the governor to sell liquors for medicinal, mechanical, and scientific purposes. Several liquor dealers, not wishing to incur the penalties of the law relating to the collection of the internal revenue, retired from the business and the breweries all suspended operations. During this period there was a marked decrease in the amount of intoxicants consumed.

The special revenue-tax stamp confers no right, power, privilege, or license to import, manufacture, buy, or sell intoxicating liquors in Alaska in contravention to the local law. The law so declares, the receipt so reads, and all the higher courts have so decided. It is well understood that this stamp is not a license to sell intoxicants; yet, when a person accused of that crime produces in court this evidence of his having paid a tax into the Treasury of the United States as a liquor dealer in Alaska it stultifies the case exceedingly.

The Executive orders concerning the sale of intoxicating liquors in the Territory of Alaska, as promulgated in Treasury Circular No. 34, dated at Washington, D. C., March 12, 1892, provides for the sale of intoxicating liquors for medicinal, mechanical, and scientific purposes, by such persons in said Territory as have complied with the regulations, and obtained a speeial permit from the governor of the Territory.

On assuming the duties of the executive office of this Territory, August 28, 1893, I found that three persons were holding permits from the governor of the Territory allowing them to sell intoxicating liquors for medical, mechanical, and scientific purposes, one at Douglas and two in the city of Juneau. On September 20, 1893, two other permits were granted to two druggists in the city of Juneau.

Mr. John F. Gray filed charges, dated Juneau City, December 28, 1893, with the Secretary of the Treasury at Washington, D. C., alleging that the three several druggists in the city of Juneau, who held permits to sell intoxicating liquors, had violated the regulations made by the President allowing such sales to be made. The complaint was referred to the Secretary of the Interior Department, and by him referred to the governor of Alaska for investigation and report.

On receipt of the complaint I proceeded to the city of Juneau and made a thorough examination of the charges and allegations made by Mr. John F. Gray against the three persons who held such special permits, and upon a careful investigation the charges and allegations were sustained. I therefore suspended all such special permits to sell intoxicating liquors in Juneau, Alaska.

No more special permits were granted in Juneau City until the 19th of May, 1894, at which time one special permit was issued, and on the 20th of September, 1894, one special permit was renewed in Sitka, and these two are all the existing special permits to sell intoxicating liquors for medical, mechanical, and scientific purposes in Alaska at this date.

The law prohibiting the importation, manufacture, and sale of intoxicating liquors in Alaska should be amended in such a manner as to enlist at least a portion of the people of Alaska in support of the court and the civil officers in their efforts to enforce its provisions.

[Extract from the report of the governor of Alaska for the fiscal year ended June 30, 1895.]

INTOXICATING LIQUORS.

The importation, manufacture, and sale of intoxicating liquors in the Territory of Alaska is prohibited by the laws of the United States. The enforcement of these laws has proven to be a difficult matter.

When anyone has been charged with the offense of selling intoxicating liquors to white men, or of manufacturing malt beer, the grand juries have uniformly refused or neglected to find a true bill of indictment, and the offender goes without punishment. Both the venders of intoxicating liquors and the manufacturers of malt beer, when arrested for violating the law, set up the defense that their business is a lawful one, and that it is carried on with the sanction of the Government, and in proof of this they will offer in evidence Government receipts issued by the Commissioner of Internal Revenue, or his deputies, for money paid into the Treasury of the United States.

This special internal-revenue receipt confers no right or privilege or license to import, manufacture, buy, or sell intoxicating liquors in Alaska in contravention to the local law or the law of Congress, as applied to Alaska, prohibiting the same. The grand juries have taken the position that Alaska has no local law, and that any law of Congress is equal to any other law enacted by the same authority, and that

when anyone has complied with the requirements of the internal-revenue law he is not subject to indictment for violation of the prohibiting act, and this appears to be in accord with the sentiment of the people, a large majority of whom are not in sympathy with the prohibitory laws.

The collector of customs for the District of Alaska has been faithful and vigilant in the discharge of his official duties in trying to suppress the smuggling of intoxicating liquors into this Territory, and has used all the means under his control for that purpose. A United States revenue cutter has been cruising in the waters of southeastern Alaska during part of this summer on the lookout for the small craft by which the smuggling business is carried on. Notwithstanding the efforts of the collector of customs, his deputies, and the presence of a United States cutter, this illicit traffic appears to suffer no abatement.

At almost every term of United States court held in the Territory since the inauguration of the civil government, eleven years ago, there have been a number of persons held under bonds to appear and answer to the charge of selling intoxicating liquor in the Territory of Alaska in violation of the statutes of the United States made and provided.

Up to the present hour not one of all the accused has ever been indicted, tried, or convicted of that offense when the vendee was a white man. The liquor traffic in Alaska, carried on as it is in violation of existing law, has a most demoralizing effect upon the people, both white and native. It begets a disregard of all law, and has fostered smuggling and the clandestine importation of intoxicating liquors into the Territory, until the illicit traffic has become so well organized that it is almost impossible of detection.

Some laws should be enacted by Congress by which the business of importing, manufacturing, and selling intoxicating liquors in Alaska should be restricted, regulated, or controlled, and the traffic in smuggled goods and liquors forever destroyed.

As it now is liquor of all kinds can be obtained at any white settlement in any quantity. Two thousand barrels of malt beer were manufactured at Juneau, Alaska, during the past year. The internal-revenue tax was paid as follows: Juneau, liquor dealers 25, brewers 2; Douglas City, liquor dealers 10, brewers 1; Sitka, liquor dealers 5, brewers 1; Wrangell, liquor dealers 1, brewers 1. But two permits were granted this year by the governor to sell liquors for medical, scientific, and mechanical purposes; one at Sitka, the other at Unga.

All the officers of the civil government in the Territory of Alaska have performed their official duties with zeal and fidelity. Mr. Lytton Taylor, the United States district attorney, resigned, and Mr. Burton E. Bennett, a gentleman of legal ability, has been appointed in his stead.

LEGISLATION.

We would respectfully recommend that Congress pass an act without delay making provision for the incorporation of municipalities, providing for and giving such powers as are by usage exercised by similar corporations. The city of Juneau is a mining town of 2,000 inhabitants, without any organized or local government whatever. The recent increase in the population at that place makes the necessity of some kind of protection imperative.

The governor of the Territory should be empowered to appoint justices of the peace and constables. I would also recommend that the President of the United States be authorized to appoint a commission of five to propose amendments to the "organic act" and to draft a code of laws, civil and criminal, for the government of the Territory, and that a sufficient amount be appropriated out of the Treasury of the United States to bear all reasonable expenses of the same, and such report to be submitted to the next session of Congress for their approval, and unless approved by act of Congress such report shall be void.

Very respectfully, your obedient servant,

JAMES SHEAKLEY,
Governor of Alaska.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 114.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 11, 1896.—Referred to the Committee on Appropriations and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM ACTING SECRETARY OF THE TREASURY, TRANSMITTING COPY OF A COMMUNICATION FROM THE SECRETARY OF THE NAVY SUBMITTING AN ESTIMATE OF DEFICIENCY IN THE APPROPRIATION FOR PRINTING AND BINDING FOR THE NAVY DEPARTMENT, UNDER THE DIRECTION OF THE PUBLIC PRINTER.

TREASURY DEPARTMENT,
February 11, 1896.

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Secretary of the Navy of the 10th instant, submitting an estimate of deficiency in the appropriation for printing and binding for the Navy Department, to be executed under the direction of the Public Printer, for the current fiscal year, $25,000, which he desires to have included in the urgent deficiency bill now pending.

Respectfully, yours,

S. WIKE,
Acting Secretary.

The PRESIDENT OF THE SENATE.

NAVY DEPARTMENT,
Washington, February 10, 1896.

SIR: I have the honor to inclose herewith, for transmission to Congress, an estimate of a deficiency appropriation, amounting to $25,000, for printing and binding for the Navy Department, to be made immediately available.

The urgent necessity of an immediate appropriation of the amount above named arises from the fact that the allotment of the Navy Department for printing and binding for the current fiscal year is practically exhausted. The Public Printer reports that the small balance available is barely sufficient to cover the running expenses of the Navy branch printing office and bindery for about six weeks, excluding all work which it is customary to have done at the printing office proper, and leaving no available balance against which charges can be made for such printing as it may be absolutely necessary to have done this fiscal year.

This condition of affairs is due to the great increase in the work of the Department and the many large and expensive requisitions rendered necessary during the early part of the current fiscal year in carrying on the public business.

I have the honor to be, sir, very respectfully,

H. A. HERBERT, *Secretary.*

The SECRETARY OF THE TREASURY.

Estimates of appropriations required for the service of the fiscal year ending June 30, 1896, by the Navy Department.

Printing and binding, Navy Department:

Printing and binding for the Navy Department, to be executed under the direction of the Public Printer, being for the service of the fiscal year 1896, to be immediately available (act March 2, 1895, vol. 28, p. 959, sec. 1)	$25,000
Amount appropriated for the fiscal year for which the appropriation is required	70,000

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 115.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 12, 1896.—Referred to the Committee on the District of Columbia, and ordered to be printed.

Mr. MCMILLAN presented the following

MEMORIAL OF THE EAST WASHINGTON CITIZENS' ASSOCIATION RELATIVE TO THE RECLAMATION OF THE FLATS OF THE ANACOSTIA RIVER.

To the Senate of the United States:

The East Washington Citizens' Association submits to Congress the following report made by its committee on the reclamation of the flats of the Anacostia River:

The committee on the reclamation of the flats and improvement of the channel of the Anacostia River have carefully considered the matter referred to them and report as follows: Our first investigation began with a study of Ex. Doc. No. 30, House of Representatives, Fifty-second Congress, first session, an interesting and exhaustive document on the Eastern Branch of the Potomac River, containing letters from Peter C. Hains, lieutenant-colonel, Corps of Engineers, U. S. A., upon which is based our recommendations, and the history of the improvement of the Potomac Flats, a work similar to the one now contemplated; also the law providing a permanent system of highways in that part of the District outside the cities of Washington and Georgetown which was found to bear directly on our subject, as reclaimed ground must come within its scope.

As one of the largest sewers in the District empties a great volume of sewage upon the flats and nearly one-half the city sewage is discharged there, we found it necessary to study the sewer system somewhat and also the report made by the late board of experts on that subject.

Along the west border of these flats are located the jail, workhouse, almshouse, hospital wards, and a number of other public buildings, all of which received our consideration, as the health of officers and inmates is endangered by proximity to the pestilential channel and flats.

The question of title to the reclaimed ground was probably our most important one, and the late decision by the District supreme court of the Potomac Flats cases has been our guide in reaching the conclusions here written as to title and the recommendations as to Water street.

The most imperative demand for the improvement of these flats is based upon their unsanitary effects on the entire city, and particularly on persons living in their immediate vicinity.

The committee considered the subject with a view to reaching three direct advantages from the contemplated improvement—(1) the deepening and widening of a navigable stream, (2) more wharfage, and (3) less unsanitary conditions.

Some of the indirect advantages would be the building up and improvement of the city in the neighborhood of the flats when the residents there could be free from the danger of their present disease-breeding effects; stimulated commercial activities, by reason of increased water front; a possible use of the improved channel as part of a proposed system of inland waterways, and an addition of over 1,000 acres of available public land which now is useless, offensive, and deadly.

A considerable body of such reclaimed land will be within the city and can be laid out in squares in conformity with the design of the plan of the city, with a water street laid out between the bounding lines of the squares and the water of the river, in accordance with that plan, and it is believed that such new squares can be sold for a sum sufficient to pay for the greater part, if not all, of the proposed improvement. Besides this, the entire Potomac River wharfing is now controlled by private ownership and steamer landings, and the rapidly increasing commerce on the river must be accommodated in the Eastern Branch, but the present condition of the same prevents individuals or corporations from investing in river-front property. The widening and deepening of the channel of the Anacostia River to Benning Bridge will make available over 1 mile of wharf front. This will belong to the United States, and can be sold for enough, in our opinion, to more than pay the entire costs of the proposed improvements.

The length of the Anacostia River in the District of Columbia is about $6\frac{1}{2}$ miles. It is 2,500 feet wide where it empties into the Potomac River, and gradually decreases to 300 feet in width at the District line. Its depth of channel varies from 20 feet at its mouth to 8 feet at its most shallow depth in the District. The tide rises and falls in this stream 36 inches. The area of the flats between high-water marks on the two sides of the stream is over 1,000 acres, and the title to all of it is in the United States. Within the city limits there may be some modifications of lines bounding United States ownership. That line within the city is Water street, and is contemplated by the Ellicot map, which the District supreme court, in the flats case, has in effect decided is the official map of the city. This street has not been laid out in fact, but exists in law, and can be carried into effect.

Our first recommendation is that laws be made directing the proper authority to cause such street to be laid out according to the Ellicot plan of the city. We next recommend that such legislation may be enacted as will divert the discharge of all the sewers which now empty into the Eastern Branch, spreading their poisonous contents over that vast area of disease-breeding marsh, into interceptors, which will convey the sewage to the pumping station to be located at New Jersey avenue and O street SE., as proposed by the board of sanitary engineers and explained in their report, and thus entirely relieve this sluggish stream from sewage pollution.

Colonel Hains, in one of his letters in the document to which reference has herein before been made, after going over the whole subject comprehensively, says, among other things, under date of October 24, 1891:

I would therefore recommend the following plan of improvement for the Anacostia River: Dredge a channel from its mouth to the Navy-Yard Bridge 24 feet deep and 200 feet wide, with a basin in front of the yard 400 feet wide of the same depth. This channel to be widened, at a reduced depth, to 1,000 feet, as the demands of commerce require in the future. The material dredged to be deposited on the flats or marshes on either side of the river, as may be most advantageous and economical at the time the appropriations are available. For the present it will be sufficient to dredge a channel 20 feet deep up as far as the navy-yard, as these are the ruling depths on the shoals in the Potomac at the present time.

The members of this committee are agreed that this is what ought now to be recommended, with the addition, however, that similar improvement be extended to the district line by straightening the channel and narrowing it as advance is made from its mouth, and that a tide basin or basins be made at such point or points along its course as may be determined by the authorities having the matter in charge.

It is the sense of this committee that the plan of that section of the district embracing these flats be so made under the late highway law that large portions of the reclaimed area above the railroad bridge, when reclaimed, be public parks of such size, boundaries, and locations as the authorities having in charge the platting under that law may determine; and such authorities, having been advised of this view of the committee, have kindly furnished them with a copy of proposed plan of streets and parks for this section, and it is hereto attached.

Copy of Ex. Doc. No. 30, House of Representatives, Fifty-second Congress, first session, is also hereto attached and made part hereof, as it contains the letter of Colonel Hains, on which our recommendations are based, and map of river and flats.

The unsanitary conditions, of which mention was made earlier, are shown by appended letters from the following-named officers of the United States and officers of the District of Columbia: C. M. Hammett, health officer; J. Ramsey Nevitt, M. D.; W. H. Stoutenburgh, intendant Washington Asylum; J. Wesley Bovee, M. D., Washington Asylum Hospital; V. B. Jackson, M. D., Washington Asylum Hospital; John R. Leonard, warden United States jail, and D. K. Shute, M. D., jail physician.

An idea of the healthful advantages to be gained by this public improvement may be gathered from copy of letter of Dr. C. M. Hammett, health officer District of Columbia, of May 10, 1894, in which he shows decreased death rate from improvements of Potomac Flats. There is every reason to believe similar results would follow the reclamation of the Anacostia flats, and such alone is abundant reason why they should be reclaimed.

In addition to the recommendations hereinbefore made, we urge that this association do all it can to bring this matter prominently before the District Commissioners, the War Department, and the Congress, and earnestly endeavor to enlist the aid of these three functions to our Government in securing appropriations for this work and authority to begin it as soon as possible and continue it rapidly.

Respectfully submitted.

TRACY L. JEFFORDS,
THOMAS N. SMITH,
J. R. NOTTINGHAM,
A. F. SPERRY,
EVAN H. TUCKER,
HUGH T. TAGGART,
JAS. A. D. RICHARDS,
Committee.

JANUARY 3, 1896.

A.

HEALTH DEPARTMENT, DISTRICT OF COLUMBIA,
Washington, May 10, 1894.

GENTLEMEN: Your communication of the 2d instant has been received. In compliance with your request for statistics and information bearing upon the subject of the reclamation of the Eastern Branch (Anacostia) Flats, and their relation to the

public health, the following statements and suggestions have been prepared and are herewith submitted for your consideration and use.

Going upon the presumption that details of the topography as well as of the geography of the Anacostia estuary have already been given in more full and complete form than is possible in this paper, it is deemed necessary only to present the matter from a sanitary point of view.

In general terms the Eastern Branch of the Potomac is an estuary skirting the eastern and southeastern portions of the city of Washington. This valley, commencing at Bladensburg, in Maryland, extends about 7 miles to its debouchment into the main river at Giesboro Point. Its width varies from a quarter to nearly three-quarters of a mile. Winding through this low mud bottom runs the Anacostia River, with a narrow, tortuous channel. This stream is formed by the union of three branches, which, draining the adjacent parts of Montgomery County, in Maryland, join at Bladensburg. From this head down to the mouth, running in its narrow, crooked bed, it is without sufficient banks to prevent the water from spreading out over the adjacent mud flats to the bluffs on either shore. In reality it thus becomes a lake or pond, especially in high tide or flood, with a sluggish current meandering through its central portions. At all times the water is more or less stagnant along the shores, and when the tide is out the mud bottoms are laid bare and exposed to the rays of the sun. This rich muck, consisting of alluvial deposits, is largely overgrown with aquatic plants and reeds especially rank in growth in the summer. These reeds are tall enough to conceal the eager hunter after game, with his boat and all, as completely as if in a forest. The plants are mostly water lilies, with immense bulbous and succulent roots constantly undergoing renewal and decay. In the fall of the year this vast spread of vegetation wilts and lies in immense quantities in the mud and water, undergoing miasma-breeding decomposition. Now into this mass of putrefying vegetable matter there is discharged from the western or city side the contents of seven or eight sewers, constantly, day and night and always. One of these is the great northern boundary sewer, emptying at the eastern end of H street, and another is the wide-open James Creek Canal sewer, which discharges at the Arsenal Grounds.

From the eastern side of the Eastern Branch there are now three sewers running into it, besides the surface drainage from all the high hills south and west of Benning to Giesboro Point. There is at present a very rapidly increasing population in all that section. The suburban towns of Hyattsville, Bladensburg, Benning, Twining City, East Washington Heights, Hillsdale, and Anacostia, whose limits already begin to merge into each other, are growing into large and attractive cities. The same may be said of East Washington, within whose borders east of the Capitol not far from a hundred thousand people now reside. Now, these immense aggregations of humanity are exposed to this malaria-breeding atmosphere of the Anacostia swamp immediately, while no one can say how far beyond these limits these disease germs are carried.

The sanitary statistics for this portion of the District, going to illustrate the comparative health conditions in full form, are not available for use in this communication; but, without doubt, enough can be shown to demonstrate clearly that the state of things there existing demands immediate and serious attention.

Subjoined is a tabular statement showing the number of deaths from all causes in that portion of the city which may be termed East Washington during a period of twelve years back, compared with the total population of the District, and giving the annual death rate:

Years.	Deaths in East Washington.	Total population of District of Columbia.	Death rates.	Years.	Deaths in East Washington.	Total population of District of Columbia.	Death rates.
1881	675	183,000	3.7	1888	682	225,000	3
1882	782	188,600	4.2	1889	810	250,000	3.2
1883	772	192,000	4	1890	846	250,000	3.4
1884	805	200,000	4	1891	809	250,000	3.2
1885	702	200,000	3.5	1892	1,016	260,000	3.9
1886	711	205,000	3.5	1893	1,197	285,000	4.3
1887	718	210,000	3.6				

By this statement it will be seen that while the total deaths fluctuated from year to year, there was yet a swelling tide that shows a steadily increasing mortality in that section, keeping pace with the very rapid growth in population, if not surpassing it in some degree.

The following tabular statement, showing the number of deaths within the same territory from consumption and from zymotic diseases, illustrates how a constitu-

tional disease like consumption, not being closely subject to miasmatic influences, has not increased in that section within the last twelve years, while the diseases which are most prevalent in malarial regions have increased in the same time:

Years.	Deaths in East Washington from—		Years.	Deaths in East Washington from—	
	Zymotic diseases.	Consumption.		Zymotic diseases.	Consumption.
1881	284	167	1887	247	167
1882	337	191	1888	261	167
1883	268	157	1889	338	132
1884	311	191	1890	337	153
1885	332	173	1891	358	169
1886	262	192	1892	424	150

It is known to the medical faculty, however, that various malarial fevers, such as are prevalent in marshy localities, have prevailed in that section from the earliest times. But from the Capitol Grounds eastward to as far as Eleventh street east the paving of the streets and construction of under-ground drainage has greatly tended to limit the death rate and lessen the sickness in that region. Eastward of Eleventh street for fully a mile there yet remains an unimproved section of several hundreds of acres in extent, which is subject to the baleful airs of the Eastern Branch. By confining this stream to limits only sufficient to accommodate the outflow of water at the highest flood, and raising the adjacent flats to a proper height, not only will great value be given to what is now almost worthless land, but will undoubtedly tend to improve the general health and decrease the death rate in all that portion of the District of Columbia.

By way of comparison and affording a practical illustration of how much benefit may be attained for suffering humanity by removing or destroying what are known as the sources of sickness to definite localities, an examination into the results flowing from the filling up of what are known as the "Kidwell" Flats, will afford a striking and convincing object lesson in sanitation. A few years ago these flats presented conditions quite similar to those now existing in the Eastern Branch. They extended from Observatory Hill to the arsenal. It was then a matter of general knowledge that that portion of the city was considered sickly. The diseases which prevailed in malarial sections were very prevalent, especially in those parts south of the Executive Mansion and south of the Monument Grounds. The improvement of the public health was urged as a main reason for filling up these flats. What influence upon the public health this has had upon those localities may be seen to some extent in the following tables, covering a period of twelve years. By these it will be seen that in the face of a very rapidly increasing population there there has been a material and constant decrease in the mortality.

Years.	Total deaths—		Per cent to deaths.	Years.	Total deaths—		Per cent to deaths.
	In District of Columbia.	In southwest part of city.			In District of Columbia.	In southwest part of city.	
1881	4,136	397	9.60	1887	4,665	414	8.88
1882	4,571	421	9.21	1888	5,040	468	9.23
1883	4,286	417	9.73	1889	5,152	463	8.98
1884	4,814	496	10.30	1890	5,564	474	8.50
1885	4,908	489	9.78	1891	5,720	594	8.80
1886	4,674	398	8.51	1892	6,098	530	8.41

By this statement, giving general results, it will be seen that the percentage of mortality to total deaths has receded from a maximum of 10.30 per cent in 1884 to a minimum of 8.41 in 1892, making a difference of 1.89 per cent gain in the direction of health improvement. Taking the first six years from 1881 to 1886, inclusive, the aggregate percentage for that time of mortality to the total deaths in the District of Columbia was 57.13, while in the last six years of the same table the aggregate was 52.80. Here is a reduction in the mortality of 4.33 per cent to the total deaths, equal to a saving of over 200 lives in that time.

By going further into detail, herewith is a statement giving the total population of the District of Columbia by years from 1881 to 1892, inclusive (twelve years), and the percentage of mortality thereto in the section before referred to:

Years.	Population.	Deaths in south-west of city.	Death rate.	Years.	Population.	Deaths in south-west of city.	Death rate.
1881	183,000	397	2.16	1887	210,000	414	1.92
1882	188,600	421	2.23	1888	225,000	468	2.09
1883	192,000	417	2.13	1889	250,000	463	1.80
1884	200,000	496	2.47	1890	250,000	474	1.87
1885	200,000	489	2.46	1891	250,000	594	1.94
1886	206,000	398	1.94	1892	260,000	530	2.03

By this statement it is seen that while the aggregate of the first six years was 13.39 per cent, that of the latter six years was about 11.65. This shows an improvement of 1.74 per cent as to the whole population, and which represents, in an average population of 218,000 for the time under consideration, a saving of nearly 4,000 lives.

But this subject will warrant the examination of still further details. Below will be found a statement giving the mortality by years, as in the tables above, from typhoid fever, malarial fevers, and diarrheal diseases:

Years.	Deaths in southwest from—				Years.	Deaths in southwest from—			
	Typhoid fever.	Malarial fevers.	Diar-rheal diseases.	Diph-theria.		Typhoid fever.	Malarial fevers.	Diar-rheal diseases.	Diph-theria.
1881	28	22	29	30	1887	10	21	34	14
1882	23	35	52	17	1888	25	7	25	7
1883	18	21	41	11	1889	16	11	49	5
1884	10	16	45	10	1890	12	16	34	18
1885	11	24	42	27	1891	24	10	31	13
1886	17	10	37	6	1892	16	10	36	21

An examination of these statements will show that there has been a gradual improvement in the mortality from these four diseases. Although this improvement is not constant from year to year, but, like the ebbing tide, reaching down and then flowing up only to recede farther at the next wave, it will be seen that there has been a material gain in the health conditions of all that section bordering on the Potomac Flats. By comparing the aggregates of the first six years from 1881 to 1886, inclusive, it appears that while there were 582 deaths from the diseases above named, there were in the last six years but 465, giving a decrease of 117 for these four maladies.

These figures have been gone into with such detail in order to bring out the fact that through the judicious application of sanitary rules the health of a community can be undoubtedly improved. It is, therefore, reasonable and scientifically true to say that with such results as have followed from the filling up of the main Potomac Flats we can assuredly maintain that similar results will follow from the application of the same rules to the Eastern Branch Flats. And, further, if so great a saving of human life can be attained by a reasonable expenditure of money and effort, it becomes a bounden duty upon, and one that can not safely be evaded by, the administrative powers over the District of Columbia to remedy so great an evil as is the present existence of these flats, and to remove the conditions which are so detrimental to the growth and prosperity of the city.

Very respectfully,

C. M. HAMMETT, M. D.,
Health Officer.

The COMMITTEE OF EAST WASHINGTON CITIZENS' ASSOCIATION.

B.

WASHINGTON, D. C., *April 19, 1895.*

DEAR SIR: Replying to your reference to me of the inquiry of the East Washington Citizens' Association concerning the sanitary condition of the Anacostia River with special reference to the locality contiguous to the smallpox hospital, I have the honor to state:

My knowledge of the Anacostia River and its sanitary environments is limited to that portion of the river which forms the eastern boundary of the Washington

Asylum. The river proper at this point consists of a narrow, tortuous channel. which winds its sluggish course through marshes, which give off at all seasons of the year noxious odors from rank vegetation. These marshes extend on both sides of the channel for a considerable distance and at low tide they are plainly visible. They extend almost uniformly from the Pennsylvania Railroad Bridge to Bennings Bridge. Decidedly the largest marsh area contiguous to the city exists in the Anacostia River, and stamps it undoubtedly as being the most unhealthy environment of our city. Where marshes of such magnitude are found the malaria of that locality is directly due to their existence.

While connected with the Washington Asylum Hospital (during a period of two years) ample opportunity was afforded for studying the close proximity of the marshes to that institution together with the effect upon the inmates of the same. Throughout the year, with the exception of the winter months, many cases of chills and fevers were reported. This was especially the case with those who lived at the place, few escaping the malady.

While in charge of the smallpox hospital, several patients who were convalescing suffered from chills and fever of a distinctively malarial type. I myself had a well-defined case of malaria during the last two or three weeks of my quarantine.

In conclusion, permit me to say that from my knowledge of the disease and of those elements which are known to be productive of it, I consider the existence of the swamps sufficient cause for the prevalence of malaria in the eastern section of the city.

Respectfully,

J. RAMSAY NEVITT, M. D.

W. C. WOODWARD, M. D.,
Health Officer, District of Columbia.

C.

WASHINGTON ASYLUM,
Washington, D. C., April 20, 1895.

DEAR SIR: In relation to the effects of malaria induced by the marshes of the Eastern Branch of the Potomac upon the health of the inmates of this institution, I beg leave to refer you to the inclosed letter of Dr. V. B. Jackson, resident physician of the Washington Asylum Hospital, in reference to the same.

As to my personal experience, I must say that the members of my family and myself have (although acclimated) suffered very much from it during the past fall and winter. Also, that out of 44 persons on the pay roll there were at least 34 of the number affected by malaria to the extent of losing time by sickness, and a number of them so much so, in fact, as to totally unfit them for duty, and reducing a hearty, strong man to a wreck of his former self. A number of cases prevail at the present writing.

Hoping that your efforts for the eradication of this malignant nuisance, which threatens the health of every individual of this fair city, may be successful,

I am, truly, yours,

W. H. STOUTENBURGH,
Intendant Washington Asylum.

EVAN H. TUCKER, Esq.

P. S.—Also see inclosed letter of Dr. J. Wesley Bovee, visiting physician to the institution.

W. H. S.

D.

WASHINGTON ASYLUM HOSPITAL,
Washington, D. C., April 20, 1895.

SIR: Agreeable to your request, I hereby submit my impressions concerning malarial influences at Washington Asylum.

That such influences do exist at this institution, and to a marked extent, is beyond all question. During the years I have been visiting physician to this here there have been, nearly all the time, some of the officers and inmates suffering with more or less malarial intoxication, and many others having it as a complication of some other disease.

The increasing hospital requisitions for quinine and the records of the hospital show the continued increase in malarial troubles here. I think that from five hundred to seven hundred people are treated here annually for malaria. This can not

be a source of wonder, however, if one will but recollect that on the eastern border of the grounds of this institution there is a large area of marsh, the Eastern Branch Flats, that is inundated by the high tides and partially dry at low tide.

Very respectfully,

J. WESLEY BOVÉE.

Mr. W. H. STOUTENBURGH.

E.

WASHINGTON ASYLUM HOSPITAL,
Washington, D. C., April 19, 1895.

DEAR SIR: I have examined records and consulted Dr. Bovee with regard to prevalence of malaria here, and he thinks with myself that it is a conservative estimate to say that five hundred cases of malaria are treated in this institution per year.

Judging from the increase in the purchase of quinine in the past six years, it would seem as though it were on the increase.

Very respectfully,

V. B. JACKSON.

Mr. W. H. STOUTENBURGH.

F.

UNITED STATES JAIL,
Washington, D. C., April 16, 1895.

DEAR SIR: In reply to your request of the 5th instant in regard to the reclamation of the flats of the Anacostia River, I submit the report of the jail physician upon the subject, which expresses my own views and which I fully indorse.

Very respectfully,

JOHN R. LEONARD, *Warden.*

EVAN H. TUCKER, Esq.,
100 F street NE., City.

G.

UNITED STATES JAIL,
Washington, D. C., April 16, 1895.

DEAR SIR: It is my deliberate judgment, after careful investigation and long observation, that the flats of the Anacostia River are a constant menace to the health of the citizens of the eastern portion of the city. The inmates and officers of the jail suffer very much in spring and autumn from malarial fever for two and three months at a time. The sanitary necessity for reclaiming the flats is very evident.

Respectfully, yours,

D. K. SHUTE, M. D., *Jail Physician.*

Capt. JOHN R. LEONARD,
Warden United States Jail, District of Columbia.

[House Ex. Doc. No. 30, Fifty-second Congress, first session.]

Letter from the Acting Secretary of War, transmitting, with a letter from the Chief of Engineers, report of the examination and survey of the Eastern Branch of the Potomac River.

WAR DEPARTMENT,
Washington, December 8, 1891.

SIR: I have the honor to inclose herewith a letter from the Chief of Engineers, dated November 20, 1891, together with copies of reports from Lieut. Col. Peter C. Hains, Corps of Engineers, dated September 20, 1890, and October 24, 1891, of a preliminary examination and survey of Eastern Branch of the Potomac River (Anacostia River), including that portion of the District of Columbia, made by him in compliance with the provisions of the river and harbor act of September 19, 1890.

Very respectfully,

L. A. GRANT,
Acting Secretary of War.

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., November 20, 1891.

SIR: I have the honor to submit herewith copy of report of September 25, 1890, on preliminary examination, and of report of October 24, 1891, with map, on survey, of Eastern Branch of the Potomac River (Anacostia River), including that portion in District of Columbia made by Lieut. Col. Peter C. Hains, Corps of Engineers, in compliance with the provisions of the river and harbor act approved September 19, 1890.

The improvement recommended contemplates dredging a channel 24 feet deep and 200 feet wide from the mouth up to the Navy-Yard Bridge, with a basin in front of the navy-yard 400 feet wide and 24 feet deep; this channel to be widened, at a reduced depth, to 1,000 feet, as the demands of commerce may require in the future. The material dredged is to be deposited on the flats or marshes on either side of the river. For the present it will be sufficient to dredge a channel 20 feet deep up to the navy-yard. The total cost of this work is estimated at $656,000.

Lieutenant-Colonel Hains states:

"Before the project is regularly entered upon steps should be taken to secure the title of the United States to all the land to be reclaimed. This will require the action of Congress."

Very respectfully, your obedient servant.

THOS. LINCOLN CASEY,
Brig. Gen., Chief of Engineers.

Hon. REDFIELD PROCTOR,
Secretary of War.

PRELIMINARY EXAMINATION OF EASTERN BRANCH OF THE POTOMAC RIVER (ANACOSTIA RIVER), INCLUDING THAT PORTION IN DISTRICT OF COLUMBIA.

UNITED STATES ENGINEER OFFICE,
Washington D. C., September 25, 1890.

GENERAL: In compliance with Department order of September 20, 1890, relative to the making of preliminary examinations of certain harbors and rivers in my district, I have to report that I have made such an examination of the "Eastern Branch of the Potomac River, Maryland, including that portion in the District of Columbia," and report as follows:

So far as the portion of the river lying beyond the limits of the District of Columbia, and within the State of Maryland, is concerned, I see no reason for changing the opinion already expressed in my report of November 7, 1888, that that portion of the river is not worthy of improvement.

The lower portion of the river is of much greater importance. There is considerable commerce on this, and the lack of wharf room on the main stem of the river, as well as the natural growth of the capital, will cause an expansion of the commerce of the Eastern Branch. More important than this, however, at the present time, is the fact that one of the most important navy-yards of the Government is located on this stream, and the channel of the river is so narrow, crooked, and shallow that but few Government vessels can reach the yard. The river is certainly worthy of improvement. A survey will be needed to determine the nature and extent of the improvement and an estimate of the cost. I estimate that the survey can be made for about $400.

Very respectfully, your obedient servant,

PETER C. HAINS,
Lieut. Colonel, Corps of Engineers.

Brig. Gen. THOMAS L. CASEY,
Chief of Engineers, U. S. A.

SURVEY OF EASTERN BRANCH OF THE POTOMAC RIVER (ANACOSTIA RIVER), INCLUDING THAT PORTION IN DISTRICT OF COLUMBIA.

UNITED STATES ENGINEER OFFICE,
Washington, D. C., October 24, 1891.

GENERAL: I have the honor to submit the following report of a survey of the Eastern Branch of the Potomac River (Anacostia River), including that portion in the District of Columbia, made in compliance with the requirements of the act of September 19, 1890.

The harbor and river act of August 11, 1888, contains an item directing an examination or survey of the Eastern Branch of the Potomac River (Anacostia), in the State of Maryland, and a report of such examination was made by me November 7, 1888, in which I stated that in my opinion the Eastern Branch of the Potomac River lying in the State of Maryland is not worthy of improvement by the National Government. So far as that portion of the river is concerned, I see no reason for changing the opinion expressed in that report.

In respect to that portion of the river within the District of Columbia the case is different. There is already a navigable depth of 18 feet up as far as the navy-yard, and Congress at its last session, in addition to the survey above referred to, authorized the expenditure of $20,000 of the money appropriated for the improvement of the Potomac River to be expended in improving the channel up to the navy-yard. Congress also made an appropriation of $10,000 for improving the channel, to be expended under the Navy Department. The necessity of improving the lower portion of the river has thus been officially recognized to the extent of appropriations aggregating $30,000 by the last Congress.

The Anacostia is a tidal estuary of the Potomac. The river from its mouth to the navy-yard is a wide stream, and the channel, though 18 feet deep, is narrow and crooked—so crooked in fact that a vessel 150 to 200 feet long, drawing 15 feet of water, can scarcely navigate it. On the south side of the deep channel there is a large area of shoal water or flats. Above the navy-yard the river is narrower, the average width being about 1,200 feet up as far as the crossing of the Pennsylvania Railroad. The channel depth in this part of the stream is about 13 feet. From the railroad bridge to Benning Bridge there is a channel depth of not less than 6 feet, while much of it is from 9 to 10 feet deep at low tide. From Benning Bridge to Bladensburg the stream is very narrow, with a depth of less than 6 feet and most of it with less than 3 feet. Along the borders of the channel, as far up as Benning Bridge and for some distance above, there are large areas of flats or shoals which support a prolific growth of water grass and reeds.

The Government has established at the navy-yard a magnificent workshop for the fabrication of modern guns and other appliances of war for its Navy. It has expended, and will continue to expend, large sums annually for increasing the facilities of this establishment. This navy-yard now seems destined to become the great workshop of the Navy Department. Its secure position in time of war must of necessity give it a prominent place as a naval establishment. For these reasons alone the Government has an immense interest in making the yard approachable by some of its large vessels. The channel depth, as stated, is already 18 feet, but it is narrow and crooked, and it is no unusual thing to see a Government vessel aground in the channel, although she may be of comparatively light draft. The keeping of the channel open for the Navy alone has been regarded as of so much importance that a steam dredging plant has for years been kept constantly on hand and frequently at work by the Navy Department, improving the channel as well as the docks in front of the yard. Frequent appropriations have been made by Congress and expended under the Navy Department for dredging the Anacostia River, no less than $50,000 having been expended on this account in the last twenty years. To say that the Eastern Branch of the Potomac should be improved is only to say what Congress has virtually said when it made appropriations for the improvement. Besides the wants of the Navy Department, there are commercial reasons for improving the river between its mouth and the Navy-Yard Bridge. The water front of this city is already overcrowded. The most of the shipping arriving and departing make their landings at wharves along the Washington Channel. The wharfage room here is not sufficient for the existing demands of commerce. The question of selling the reservation of Washington Barracks has already been considered in Congress, and more room is urgently demanded. If the capital is to grow, and grow it must, additional wharfage will be required. The most availablespace for it is on the bank of the Anacostia between Buzzards Point and the navy-yard, and to utilize it the channel must be widened and deepened.

There are reasons, however, other than purely commercial ones, which call for the improvement of this river. Nearly one-half of the sewage of the city of Washington is discharged into this stream. As the city grows the amount will increase. The effect of this will be to cause such pollution of the water that a most unsanitary state of affairs will be brought about sooner or later. The sewage will spread out on the flats and as these fill up higher and higher the odors from them will increase until a large part of the city bordering on it will be rendered unhealthy if not uninhabitable.

The question seems, therefore, to be not is the improvement desirable, but how can it best be done? In answering this question it is important, in my opinion, that temporary expedients for ameliorating existing difficulties should not be adopted, but that due consideration should be given to the requirements of the future as well as the present and a plan formulated that looks to the future demands of a great city.

Appropriations are made in small biennial installments, and this fact should not be lost sight of, so that the work of each year, be it little or great, should be in conformity to some comprehensive plan. Heretofore the channel has been dredged from time to time and the spoils deposited where it could be done at least expense.

It is scarcely within the range of probabilities that that portion of the river above the bridge of the Pennsylvania Railroad Company will need improvement for many years to come. From Benning Bridge to the navy-yard the river does not need improvement at the present time, but doubtless will at no distant day. The part of the river to be improved would, therefore, for the present at least, be that portion from the Navy-Yard Bridge down to its mouth.

It is said that less than one hundred years ago vessels of considerable size loaded at Bladensburg, but I can find no maps of the river that show a navigable stream to that point. The river has filled up considerably from the deposits of freshets, which deposits have taken place from both directions. The lower part of the river has doubtless suffered more from the deposit of silt brought down the Potomac than from that brought down the river itself, and the reverse is doubtless true with respect to the upper part. The silting process is still going on, and must, from the nature of things, continue. This silting takes place only in times of freshets. At other times the river is comparatively clear, but the deposit from the sewers is continuous.

The tidal compartment of the Anacostia above Poplar Point, as calculated from maps of the Coast and Geodetic Survey and our own, is found to be as follows:

The area between a line drawn from Poplar Point to Benning Bridge is 37,854,200 square feet. The range of tides within this area is taken at 3 feet.

The tidal area between Benning Bridge and Bladensburg is 9,303,650 square feet. The range of tides at Bladensburg is 2.1 feet, and the average range within the last-named area may be taken as 2.6 feet. The tidal prism between Poplar Point and Bladensburg will then be as follows:

	Cubic feet.
Poplar Point to Bladensburg, 37,584,200 × 3	112, 752, 600
Benning Bridge to Bladensburg, 9,303,650 × 2.6	24, 189, 490
Total cubic feet	136, 942, 090

The fluvial discharge of the Anacostia River is about 60 cubic feet per second, so that on the ebb tide the above should he increased by 1,458,000 cubic feet, and on the flood decreased by 1,152,000 cubic feet.

Between the crossing of the Baltimore and Potomac Railroad and Bennings Bridge the tidal area is made up chiefly of flats and marshes, which are now overflowed at high tide, but which are gradually silting up, and which eventually will be raised in this way, or else reclaimed, so as to be above ordinary high tides. Above Benning Bridge there is a small area of flats shoaling in the same way. These flats are already assuming a market value for agricultural purposes, and at no distant day will be diked in if not otherwise reclaimed. They can not be depended on as a part of the tidal compartment of the river in the future. If omitted, the tidal prism above Poplar Point will be reduced to 90,378,990 cubic feet.

As determined by the Coast and Geodetic Survey the duration of flood tide is five hours forty minutes and of ebb six hours forty-five minutes, while the same authority gives 2.9 feet as the mean rise and fall.

Supposing that the tidal compartment should remain unchanged, then, on a basis of a constant flow, the amount of water passing into it on flood tide or out of it on the ebb would not be enough to accomplish a reasonable amount of scouring effect on a wide channel, and when the tidal compartment becomes smaller the effect would be still further reduced.

It may be assumed that a channel of less width than about 1,000 feet will not meet the requirements of the future. Two hundred feet of such channel should have a depth of about 24 feet, as the Potomac itself will in all probability, at no distant day, be improved to that depth. The remaining 800 feet should be as follows: For 100 feet on each side of the 24-foot channel the bottom should slope upward to 12 feet, and from thence to either bank to 6 feet. The low-water section would then be 13,800 feet. This would be the ideal channel of the future and the ultimate project aimed at. The velocity of the current, either on flood or ebb, is not constant, but the amount of water passing into or out of the tidal compartment is too small to justify any hopes of scour that would materially benefit such a channel. With a tidal compartment as large as it is at present, the discharge per second, based on a constant flow, would only be 5,695 cubic feet per second on ebb and 6,653 cubic feet per second on flood, and with the prism reduced to 90,378,990 it would be much less.

As before stated, however, the reclamation of the flats must soon become a necessity, and how can this be done in any way that will be more satisfactory than by making the improvement of the channel and the filling of the flats a single job?

Dredging is necessary. What will be done with the dredgings if they be not deposited on the flats? There are no suitable dumping grounds in the Potomac within reasonable distance. Dredgings are usually transported in scows. These scows when loaded draw from 8 to 12 feet of water. The consequence is they must be dumped in comparatively deep water, from whence they will in all probability ultimately be washed into the channel, or, if not, they will obstruct the part of the river used by light craft.

The disposal of the spoils of dredges is getting to be a serious matter on all tidal streams, and the most satisfactory way of accomplishing this object, when it is practicable, is to utilize them in filling neighboring flats or marshes. Land thus reclaimed from overflow assumes a market value in some cases sufficient to pay for the improvement of the navigation. It is so in the main branch of the Potomac River at Washington, and the case is almost indentical in the Anacostia. The improvement of the channel will thus help to pay for itself, and the reclamation of the flats will produce a better sanitary condition of the neighborhood.

I would therefore recommend the following plan of improvement for the Anacostia River:

"Dredge a channel from its mouth to the Navy-Yard Bridge, 24 feet deep and 200 feet wide, with a basin in front of the yard 400 feet wide, of the same depth. This channel to be widened, at a reduced depth, to 1,000 feet as the demands of commerce require in the future. The material dredged to be deposited on the flats or marshes on either side of the river, as may be most advantageous and economical at the time the appropriations are available. For the present it will be sufficient to dredge a channel 20 feet deep up as far as the navy-yard, as that is the ruling depth on the shoals in the Potomac at the present time."

The areas to be reclaimed, as well as the channel to be dredged, are indicated on the accompanying tracing. That portion of the river above the Navy-Yard Bridge, which in due time will need improvement, should be left for future consideration, but harbor lines should be established at an early day along the banks of the river from its mouth to Bennings Bridge.

The total amount of material to be dredged is 4,100,000 cubic yards, and, at an average cost of 16 cents per cubic yard, would make the total cost of the improvement below the Navy-Yard Bridge $656,000. The total dredging to be done will not be sufficient to raise the entire area to the full height of 6 feet above low water, and for that reason the filling should first be made in the vicinity of Poplar Point. The lower part of the proposed fill can be made from dredgings in the Potomac, which will be necessary if the latter be improved to 24 feet.

The value of the land to be reclaimed, if the property of the United States, would be considerable. The 8 acres south of the arsenal, which would undoubtedly belong to the United States, would be worth not less than $5,000 per acre. That on the opposite side of the river would be less.

Before the project is regularly entered upon steps should be taken to secure the title of the United States to all the land to be reclaimed. This will require the action of Congress.

Very respectfully, your obedient servant,

PETER C. HAINS,
Lieut. Col., Corps of Engineers.

Brig. Gen. THOMAS L. CASEY,
Chief of Engineers, U. S. A.

LADENSBURG

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 116.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 12, 1896.—Referred to the Committee on Commerce and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF WAR TRANSMITTING, IN RESPONSE TO RESOLUTION OF THE SENATE, JANUARY 23, 1896, "AS TO WHAT USE, IF ANY, WAS MADE BY THE GOVERNMENT OF THE PLANS AND PATENTS OF ZEBULUM PARKER IN THE CONSTRUCTION OF THE CANAL AROUND THE DES MOINES RAPIDS, IOWA," REPORT OF CHIEF OF ENGINEERS ON THE SUBJECT.

WAR DEPARTMENT,
Washington, D. C., February 11, 1896.

SIR: In response to the resolution of the United States Senate, dated January 23, 1896, directing the Secretary of War "to inform the Senate as to what use, if any, was made by the Government of the plans and patents of Zebulum Parker in the construction of the canal around the Des Moines Rapids, Iowa," I have the honor to transmit herewith a report of the Chief of Engineers on the subject, dated the 7th instant.

Very respectfully,

DANIEL S. LAMONT,
Secretary of War.

The PRESIDENT OF THE UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., February 7, 1896.

SIR: I have the honor to acknowledge the receipt of resolution of the Senate of January 23, 1896, which provides, "That the Secretary of War be, and is hereby, directed to inform the Senate as to what use, if any, was made by the Government of the plans and patents of Zebulum Parker in the construction of the canal around the Des Moines Rapids, Iowa," and in reply to its reference to me for report I have to say that neither the records of this office nor those of the local engineer offices at Rock Island and Keokuk show that any plans or patents of Zebulum Parker were used in the construction of the Des Moines Rapids Canal.

The resolution of the Senate is herewith inclosed.

Very respectfully, your obedient servant,

W. P. CRAIGHILL,
Brig. Gen., Chief of Engineers.

Hon. DANIEL S. LAMONT,
Secretary of War.

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 117.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 12, 1896.—Referred to the Committee on Indian Affairs and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, TRANSMITTING AN AGREEMENT MADE AND CONCLUDED OCTOBER 9, 1895, WITH THE INDIANS OF THE FORT BELKNAP RESERVATION, IN MONTANA, BY WILLIAM C. POLLOCK, GEORGE BIRD GRINNELL, AND WALTER M. CLEMENTS, COMMISSIONERS APPOINTED UNDER THE PROVISIONS OF THE ACT OF MARCH 2, 1895.

DEPARTMENT OF THE INTERIOR,
Washington, February 12, 1896.

SIR: I have the honor to transmit herewith an agreement made and concluded October 9, 1895, with the Indians of the Fort Belknap Reservation, in Montana, by William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners appointed under the provisions of the act of March 2, 1895 (28 Stat. L., 900).

I also transmit the report of the commission, the proceedings of councils held with the Indians, the report of Mr. Walter H. Weed, the geologist, on the mineral resources of the lands ceded, together with draft of a bill prepared by the Commissioner of Indian Affairs and the Commissioner of the General Land Office to ratify the said agreement as shown by their accompanying letters.

It appears from the statements made in these papers that the price fixed for these lands will reimburse to the United States the amount agreed to be paid the Indians, and because of this the matter is presented for the favorable action of Congress.

Very respectfully,

HOKE SMITH, *Secretary.*

The PRESIDENT OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 11, 1896.

SIR: By a clause in the last Indian appropriation act (28 Stat. L., 900) provision was made for negotiations with the Indians of the Blackfeet and Fort Belknap reservations, in the State of Montana, for the surrender of certain portions of their respective reservations, as follows:

To enable the Secretary of the Interior, in his discretion, to negotiate with the Belknap Indians for the surrender of certain portions of their reservation, situated in the north central portion of the State of Montana, and the Blackfeet Indians for

the surrender of certain portions of their reservation, situated in the northwestern part of the State of Montana, three thousand five hundred dollars; and the Secretary of the Interior is hereby authorized to appoint a commission to negotiate with the said Belknap and Blackfeet Indians for the ceding of said portions of their respective reservations, any agreement thus negotiated being subject to action by Congress.

Under and in pursuance of this provision the Secretary appointed a commission, consisting of William C. Pollock, George Bird Grinnell, and Walter M. Clements, to conduct the negotiations provided for with the Indians mentioned, and instructions for their guidance were prepared in this office and submitted with my report of August 19, 1895, for your approval. They were approved by you on August 21, 1895, and returned to this office, and on the same date they were sent to the commissioners.

I am now in receipt of a report, of December 14, 1895, from Messrs. Pollock and Grinnell, transmitting an agreement reached by them with the Indians of the Fort Belknap Reservation, Mr. Clements having on account of ill health been compelled to return to his home before the negotiations with these Indians had been concluded, of which fact the Department was advised by me in a report of October 15, 1895.

The object of the negotiations with the Indians mentioned in the law was to secure the cession by them of the mountainous portions of their respective reservations supposed to contain valuable deposits of gold, silver, and copper. The agreement with the Fort Belknap Indians was concluded on October 9, 1895.

By article 1 thereof the Indians cede a portion of the Fort Belknap Reservation on the south, which is described principally by natural boundaries and bearings to natural points, and embraces the section supposed to contain valuable mineral deposits, and is in extent about 40,000 acres of land.

By article 2 the United States agrees, in consideration for the cession contained in article 1, to pay to the Indians the sum of $360,000, to be deposited in the Treasury and draw interest at the rate of 4 per cent per annum immediately upon the expiration of the payments provided for by article 3 of the agreement with said Indians, which was ratified by the act of May 1, 1888 (25 Stat. L., 113), $90,000, or so much thereof as may be necessary, to be expended annually in the "purchase of cows, bulls, and other live stock, goods, clothing, subsistence, agricultural implements, in providing employees, in the education of Indian children, in procuring medicine and medical attendance, in the care and support of the aged, sick, and infirm, and helpless orphans, in the erection and keeping in repair of such new agency and school buildings, mills, blacksmith, carpenter, and wagon shops as may be necessary, in assisting the Indians to build and keep in repair their houses, inclose and irrigate their farms, and in such other ways as may best promote their civilization and improvement."

It is also provided in said article that any surplus accumulated under and remaining at the expiration of payments provided for in the agreement of 1877 shall also bear interest at the rate of 4 per cent per annum, and be subject to expenditure for the purposes above stated, as in the case of the sum of $360,000.

Article 3 provides that Indians who are qualified shall be given preference in the employment of agency and school employees, and that all cattle issued to the Indians for stock-raising purposes and their progeny shall bear the brand of the Indian Department, and not be sold, exchanged, or slaughtered except with the consent of the agent in charge, but the Commissioner of Indian Affairs may remove this restriction.

Article 4 provides, in order to encourage habits of industry and to reward labor, that in the giving out or distribution of cattle or other stock, goods, clothing, subsistence, and agricultural implements, preference shall be given to Indians who endeavor by honest labor to support themselves, and especially those who in good faith undertake the cultivation of the soil and engage in pastoral pursuits.

Article 5 recites that the scarcity of water on the reservation renders the pursuit of agriculture difficult and uncertain, and that the reservation is well adapted to stock raising; and provides that during the existence of the agreement no allotments of land in severalty shall be made, but that the reservation shall continue to be held by the Indians as a communal grazing tract upon which their herds may feed undisturbed; and that after the expiration of the agreement the reservation shall continue to be so held until such time as a majority of the adult males of the tribes shall request in writing that allotment in severalty shall be made of their lands. It further provides that any member of the tribe may, with the approval of the agent in charge, fence in such area of land as he and the members of his family would be entitled to under the allotment act, and may file with the agent a description of such land and of the improvements that he has made on the same, and that the filing of such description shall give him the right to take such land when allotments of the lands in severalty shall be made.

Article 6 provides for the survey of the boundary line described in article 1 immediately after the ratification of the agreement by Congress, such survey to begin not later than ninety days after such ratification.

Article 7 provides that none of the money realized under this agreement shall be used to pay any claim for damages because of depredations committed by the Indians prior to the date of the agreement.

Article 8 continues in force all the provisions of the agreement of 1887 not in conflict with this agreement.

By article 9 "it is understood and declared that wherever the word Indian is used in this agreement it includes mixed bloods as well as full bloods."

Article 10 provides that the agreement shall not be binding upon either party until ratified by Congress.

In their instructions the commissioners were advised that the objects in making the crest of the Little Rocky Mountain range the southern boundary of the Fort Belknap Reservation by the agreement of 1887 were, that the Indians could have the benefit of the timber and building stone abounding in the mountains, and which would be greatly needed by them in building houses and otherwise improving their homes; and also that the Indian Department should have the control of the waters of the streams having their sources in the mountains for much-needed irrigation and for domestic uses by the Indians. They were instructed that these matters should receive their careful consideration in order that no irreparable damage might be done the Indians by depriving them of these important benefits, which might be vital to their very existence; that they could, by a thorough study of the situation, determine how best to protect the Indians in the continued enjoyment of the natural resources of their reservation, and so arrange the boundaries of any portion of their reservation that the Indians might be willing to cede, as to retain a sufficient area of timber and stone-bearing lands to meet their future wants.

By an examination of the records of the proceedings of the councils held by the commissioners with the Fort Belknap Indians it will be observed that the Indians were assured by the commissioners that they

would not be giving up any of their timber or grass lands by a cession of the tract described in the agreement, and that they would have ample water for all their needs. The ceded tract is described in a report by geologist Walter H. Weed as the "central porphyry region, including the highest peaks and head-water gulches of the streams." In another part of his report he describes this porphyry region as being "covered with scrubby pines and brush, none of which is useful for timber."

These remarks by the commissioners at the councils and what Mr. Weed says in his report as above set forth relative to the character of the ceded lands are all that is contained in the papers accompanying the agreement from which to determine whether the Indians have retained sufficient water and timber and stone bearing lands for their future needs; but Mr. Pollock, the chairman of the commission, assures me informally that the water rights of the Indians will not be in any way impaired by the cession, and that they have retained enough wood and water for their uses for all time. I am therefore satisfied that in making this agreement these vital interests of the Indians have received the due consideration of the commissioners and have been preserved intact.

The tract ceded contains, according to the report of the commission, something over 40,000 acres of land. The consideration agreed on is $360,000 or about $9 per acre. As to the price, the commissioners state that—

> The price to be paid is large, per acre, but it has been definitely demonstrated that gold in paying quantities is to be found there. This is shown by the fact that considerable quantities have been surreptitiously mined and carried off, and by the facts shown in the report of Mr. Walter H. Weed, of the Geological Survey, submitted herewith.
>
> These Indians have not made the progress in the last few years that they should have, and will be far from self-supporting when payments under the agreement of 1887 shall have expired.
>
> It seems absolutely certain that some agreement must be made with them for the purchase of a part of their lands, or that they must receive gratuitous support from the Government for several years to come, to prevent suffering and starvation among them. Only a small portion of their reservation can be used for the growing of crops, and they must eventually rely upon the raising of cattle for their support.

Taking into consideration the valuable mineral deposits known to exist within the ceded tract and the necessities of the Indians, I am of the opinion that the price agreed upon by the commissioners is not more than the land is worth. No immediate appropriation is necessary except such sum as may be required to make the survey of the new boundary provided for in article 6 of the agreement. It is thought that by a wise expenditure of the money provided for in this agreement for the purposes mentioned therein, and the balances that can be saved from the annual appropriations for the benefit of the Fort Belknap Indians under the agreement of 1887, the Indians can be assisted for nearly eight years yet to come, by which time it is hoped that they will have so advanced in industrial habits as to need very little, if any further, help from the Government.

The other provisions of the agreement commend themselves. I deem it expedient, however, to invite attention to article 5, which provides in effect that no allotment of lands in severalty shall be made during the existence of this agreement, and thereafter until a majority of the adult male Indians shall request it in writing. As to this I wish to say, that while I would oppose such an agreement as a matter of general policy, I think that, in view of the character of the reservations in Montana, and condition and education of the Indians thereon, there

would be no serious objection to such an arrangement with respect to them. It is well known that there are very little if any lands on this reservation that are suitable for agricultural uses, and that a great part thereof is valuable for stock-raising purposes, and that it will be some years before the Indians will likely reach such a position in advancement toward the customs and habits of civilized life as to make it advisable to extend to them the allotment policy of the Government, even if their lands were suitable. I therefore see no objection to said article 5 as applying to the Fort Belknap Reservation.

I have prepared, in duplicate, a draft of a bill to ratify this agreement and to appropriate $1,500 to make the survey of the new boundary of the Fort Belknap Reservation established thereby, if so much be necessary, and have the honor to transmit the same herewith, with the recommendation that one part be transmitted to the Vice-President to be laid before the Senate, and the other be transmitted to the Speaker of the House of Representatives to be laid before that body.

I also transmit two copies of this report, two copies of the agreement, two copies of the record of the proceedings of the councils at which the agreement was negotiated, and two copies of the report of the commissioners, and of the report of Geologist Weed, referred to therein, with the recommendation that one copy of each be forwarded to the Vice-President for the information of the Senate, and one copy be forwarded to the Speaker for the information of the House of Representatives.

I have made no suggestions in the draft of a bill to ratify this agreement, herewith submitted, touching the disposition of the ceded portion of the reservation after the survey of the new boundary line, for the reason that I have thought that that is a matter for consideration by and recommendation from the Commissioner of the General Land Office.

The original agreement and the papers which accompanied it are retained in the files of this office.

Very respectfully, your obedient servant,

D. M. BROWNING, *Commissioner.*

The SECRETARY OF THE INTERIOR.

The COMMISSIONER OF INDIAN AFFAIRS.

SIR: The commission appointed under authority of the act of Congress, approved March 2, 1895, to negotiate with the Fort Belknap and Blackfeet Indians for the surrender of certain portions of their respective reservations in the State of Montana, have the honor to submit the following report of their negotiations with the Indians on the Fort Belknap Reservation:

The commission reached this reservation on Sunday, September 29, 1895.

It was found necessary to visit the lands proposed to be surrendered in order to ascertain their extent, and to obtain a description thereof. Accordingly, two of the commissioners, Messrs. Pollock and Grinnell, made a trip to the mountains, taking with them Indians from each of the tribes, Assinniboines and Gros Ventres of the Prairie, residing there.

Arrangements had been made with the agent to notify the Indians that a council would be held on the following Saturday, and one was held on that day, as also on October 7 and October 8, at which time the terms of an agreement were virtually decided upon.

An agreement drawn in accordance with the understanding reached was submitted to the council on the 9th, and received the signatures of a majority of the male adult Indians of the two tribes.

Mr. Clements on account of ill health was compelled to start for his home on October 6, and leave the completion of the work to the other members of the commission.

The time of the visit to this reservation was unfavorable because a change of agents was just being made—the new agent taking charge on October 1—and because there was a political quarrel in progress in the Gros Ventre tribe. The young men of this tribe were in rebellion against the leadership of the older men, and sought to assert their independence by opposing the sale of any of their lands, the older men being in favor of the sale.

Out of a total of 334 male adult Indians of the two tribes, 190, being a majority of 46, signed the agreement. This included about five-sixths of the Assinniboines and only one-fourth of the Gros Ventres.

The amount of land ceded can not be definitely stated, but it is supposed to be something over 40,000 acres. The price agreed to be paid is large, per acre, but it has been definitely demonstrated that gold in paying quantities is to be found there. This is shown by the fact that considerable quantities have been surreptitiously mined and carried off, and by the facts shown in the report of Mr. Walter H. Weed, of the Geological Survey, submitted herewith.

These Indians have not made the progress in the last few years that they should have, and will be far from self-supporting when payments under the agreement of 1887 shall have expired.

It seems absolutely certain that some agreement must be made with them for the purchase of a part of their lands, or that they must receive gratuitous support from the Government for several years to come to prevent suffering and starvation among them. Only a small portion of their reservation can be used for the growing of crops, and they must eventually rely upon the raising of cattle for their support.

This agreement provides that the money to be paid for these lands shall be deposited in the Treasury of the United States and draw interest at the rate of 4 per cent per annum, and to be expended under the direction of the Secretary of the Interior at the rate of not more than $90,000 per year.

The agreement further provides that the boundaries of the ceded lands shall be surveyed and marked before the same shall be open to occupancy by the whites; also that no allotment shall be made during the existence of this agreement, nor afterwards, until the same shall be asked for by the Indians, and that the provisions of the agreement of 1887 not in conflict with this agreement shall continue in force and effect.

The minutes of the different councils transmitted herewith will show the position taken by these Indians and the reasons for incorporating in the agreement the various provisions found there.

Every effort was made to conduct these negotiations in such manner as that the Indians would fully understand all that was said, and to that end it was necessary to have an interpreter for each tribe and two for the commission. No promises were made or assurances given that anything would be done for them other than what is provided for in the agreement.

Respectfully submitted.

WILLIAM C. POLLOCK.
GEO. BIRD GRINNELL.

DECEMBER 14, 1895.

PROCEEDINGS OF COUNCILS OF THE COMMISSIONERS APPOINTED TO NEGOTIATE WITH THE FORT BELKNAP INDIANS.

FORT BELKNAP INDIAN AGENCY, MONT.,
October 5, 1895.

In pursuance of a notice issued by the agent, the Indians and commissioners met in council on Saturday, October 5, 1895.

The services of a stenographer had not yet been obtained, and therefore the proceedings of this council were not taken down in full.

It was soon developed that there was a dispute among the Indians as to the advisability of disposing of any of their lands. It was deemed best to adjourn the council until Monday, October 7, to give the Indians time for consultation among themselves, and this was accordingly done.

FORT BELKNAP INDIAN AGENCY, MONT.,
October 7, 1895.

On this day Commissioners W. C. Pollock and George Bird Grinnell met the Indians in council, and the Indians having requested that the proceedings might be reduced to writing, their request was complied with, and the following is the stenographic report of said proceedings:

The commissioners having announced to the Indians that they were ready to hear from them, the following Indians addressed them, each through the proper interpreter:

WHITE WEASEL (Gros Ventre). You commissioners have come to get part of the reservation, and I can't very well spare any of it. I don't like to sell it. I don't want to sell. That is all I can say. (White Weasel here touches the stenographer's pen in testimony of his statement.)

SLEEPING BEAR (Gros Ventre). The Indians are talking all different and I don't know what to do, so I think I will not sell; that is all I can tell you. I can't sell any of the reservation.

BLACK WOLF (Gros Ventre). I can't sell any of the reservation; the reservation is small enough now; I can't sell any of it. [Black Wolf here touches the pen in testimony of his statement.]

PADDY SKINNER (Gros Ventre). I like my land and I can't give any away. I don't want to sell it, because I like my land.

JERRY RUNNING FISHER (Gros Ventre). I am willing to sell a part of the reservation. I think I will do well afterwards if I sell a part of the reservation.

OTTER ROBE (Gros Ventre). I say the same as Jerry (Running Fisher); that is all I can say. I am willing to sell.

FLAT HEAD (Gros Ventre). I don't like to sell.

MAN SITS HIGH (Gros Ventre). I like what you told me; I want you to help me.

BUSHY HEAD (Gros Ventre). I am willing to do as you three men advised me. I would like to get more cattle; that is all.

LAME BULL (Gros Ventre). Look at my hair; it is gray. I say the same thing as I said before—I don't want to sell.

MANY EAGLE TAILS (Gros Ventre). I will not sell my reservation; I like it. This is the proof that I will not sell it. [Many Eagle Tails here touches stenographer's pen.]

WHITE BIRD (Gros Ventre). I like my reservation and I want help.

FRANK LOPER (Gros Ventre). My reservation is small enough and I don't want to sell it. I want to touch the pen to prove that I don't sell it. [Frank Loper here touches the pen.]

Mr. Pollock here addressed the Indians, through interpreters, as follows:

My friends, we had a short talk with you on Saturday. At that time you had not agreed among yourselves what to do; one of you would talk one way and another one another way. This was very bad; we were very sorry to see it. We had thought by waiting until to-day that you would have been able to come together and follow one path. We are sorry to find that you are not yet agreed.

We are not here to try to force you to sell any of your land. We are willing to advise you what we think will be for your best good to do. We told you on Saturday that we saw no way for you to get beef, cattle, flour, wagons, or anything else after your present agreement expires, unless by the sale of some more of your land. We still believe this is the best plan for you. If the majority, the most of you, do not think this, all we can do is to go back to Washington without having done anything. If we do this and you come to the agent three years from now and ask him for something to eat, or for a wagon, or for some cattle, you will be very much disappointed when you can not get it. If, then, you go back to your women and babies without anything, and they are crying for something to eat, you will be sorry that you did not think better at this time.

I understand that some of the young men think that they should have more voice in the affairs of the tribes; but I want to say to them that the way to get that control and influence is not to go wrong; the way to do it is to go right. I want to say to these young men to think well what they are doing at this time, because if they go wrong now they will never have any influence with their people after this.

The land which some of you are ready to sell is not used by anybody. We were up there and looked at it. There is no timber there; there is no grass there; there is no place that you could plow and sow oats or wheat; you can grow nothing there. As we said before, we don't want you to part with any of your grass lands; we don't want you to sell any of your timber lands, and we want you to keep it so that you will have all the water that you need. All these things you will need, and in addition to them, all that you can do here is to raise cattle. We want to see you put in the way of getting enough cattle so that you will have a good many to sell every year.

We are sorry that you have not done better with the cattle you had before, but we believe now that you are ready to do better when you get some more. I don't know where you are going to get them, because you haven't money enough now to buy cattle and to feed your people as long as they will need it.

I will only say again, think over these matters carefully, and be sure you are right if you still refuse to sell.

Mr. Grinnell then addressed the Indians as follows:

I see that some of you people are pretty blind; you can't see far. You see the things that are close to your face, but the things that are farther off you can't see at all. You are like people looking through a fog—you see things near by, but the things far off are hidden. You think that because for seven or eight years you have had plenty to eat and have lived well, and for the next year or two you are going to have plenty to eat, that it will always go on like that. That is not true; it is not going to last. I go about among different people and see them, how they are fixed, how many cattle they have got, how they farm; I don't see anybody as poor as you people.

Two years from now, if you don't make any agreement with the Government, you will just have to kill your cattle and then you will have to starve. It makes me feel badly to think of this. If you sell some of this land and get money enough to keep you going for some years longer, and then work and take care of your cattle, after that you will be like white people and be able to take care of yourselves.

When a white man wants money, he takes something and goes to the store and the trader gives him money that he can put in his pocket; that supports him; that buys food for his wife and children. The only thing you have to sell is this little piece of land that you do not use. I should like to see you sell that, because if you don't I can not tell how, after these two years are gone, you are going to live—you or your wives or children.

THE MALE (Assinniboine). I agree with you in your purpose in coming out here to buy a portion of the reservation. I would like to see my own people living. I want you when you return to Washington to tell them that I said "Yes," and that I like to live and I am willing to sell a portion of the reservation. I was raised without starving, and I would like to live that way; that is the reason I say "Yes."

LITTLE CHIEF (Assinniboine). I have something to say to you, and I am not ashamed to say it. I am glad to see you here. There are many bad men among these people, but I am not one of them. I am willing to go the way you advise. I am a poor man, and when you come here and support me for a few more years, I am glad of it. You have come out here to buy the mine, but I don't like to sell any other portion of the land, but I am willing to sell that mine. I would like to have a ten-year treaty again, and by that time the generation to come might be able to support themselves alone. First of all things I would like to have some cattle, as that is the true factor to live with. And next to cattle I would like to have some implements, the same as you people use. As you stated, I would not like to sell any of the forest, grass, or water, but I would like to see the future generation live upon that, if possible. You see me here before you, and you can see that I am weak, and not strong. You see me stand here, weak, and I can not dig that mine, but your race can, and I would like to make a ten-year treaty with you.

WETAN (Assinniboine). When I see the commissioners come out here to buy a portion of the land, I generally agree with them. I always look to the future and see how my children are going to live. I would like to receive a ten-year treaty for this land. I can't count money, but I would like to have a ten-year treaty and furnish us with some cattle that we can raise. I would like to have a little more mowing machines; there are some in the warehouse, but it is a hard time to get them out. I would like to buy some mowing machines if I had the money.

MEDICINE BEAR (Assinniboine). I am a poor man and I will listen to what you say. I always think about living. If I was thinking of dying I would have been dead long ago. I like to eat, and that is why I am living. Ever since I was born I have been accustomed to no privations, and that is the way I like to live. That is

the reason the Great Father has sent you commissioners out here. When I see you out here I see that I can live yet, and that I am going to have some more meat yet. The only thing that I am living for now is eating. Ever since I have been living there hasn't been a day but what I have had something to eat all this time. It makes me feel good when I hear a man talking about that I can live yet. I am living now and I have a hard time, and when I think that the Great Father thinks of me, and sends you out here, it makes me feel good. I am willing to do as you advise; I say "Yes" to what you ask.

It is the Great Father that has kept us alive all this time, and that is the same Great Father that has sent you out here that I may live, and I am thankful for it. I am not willing for you to fool me; I don't like to see you fool me, and I don't like to fool you neither. You see for yourself that these Indians are poor, and when you get back to Washington you must show these papers what we say here. You are afraid to tell a lie, and I am just the same way. I would like to have a ten-year treaty with the Government. I want to receive many things from the Government so that I won't suffer anything. I am very poor—I am very poor, and that is the reason I am so thankful to see you come out here to make a treaty with us. I am not willing to sell the forest, nor the water, nor any of the things that you mention—that is, the grass, wood, and other things—but I am willing to sell that mine. I would like to see you work it to your benefit.

EYES IN THE WATER (Assinniboine). I am glad that you want to exchange this mine for something that we may live upon. I have told you that I like to live and that I would like to make a ten-year treaty with you. I want you to take that down. I don't like you to fool me, but I want you to help me to live and help me to accomplish this. I mean everything—implements and other things—and if you follow that out I will sure live. The Great Father has built the schoolhouse and this place here, and I hate to see any of the children taken away to the Eastern schools. I don't want no big fence on the reservation. You see these Indians around here; they are very few, but when you come out here with the intention of making a treaty with them so they will live they feel good over it. I am not willing to give you the wood, nor the grass, nor the water, but only those rocks lying around the mines, and don't shut off the water. If you don't touch those things, the people might live a little while yet. I am not strong, but if you agree to what I ask, these people around here will live. I would like to have a ten-year treaty again.

NO BEAR (Gros Ventre). You commissioners have come a long ways to get a small portion of my land, and I am willing to sell it; I want some more cattle for it. I am not willing to sell the timber, nor the grass, nor the water, but I would like to get cattle for that mine. That is all I have to say.

LONG KNIFE (Assinniboine). I felt good when I heard you were coming. When they made the former treaty with us there was many things that they didn't carry out that they agreed to carry out. They said a good many things that was good to us, but they never carried them out; but you commissioners, I don't want you to treat us that way. You have come here with the intention of making a treaty that we should live. There is no other tribe of Indians that I have charge of, only this, and that is all there is living now.

These Indians sitting around here, I would like to see them have something to eat and live yet; that is what I think. You come out here with the intention of buying the mine and I am willing to give it to you, but not over a mile wide. I don't know how to count money, but I would like to make a ten-year treaty, so that by that time I might have a couple of children raised. You see these people around here (Assinniboines) are all of the same mind, to sell. I don't know whether you will fool me or not, but that is what I have been thinking of—whether you will fool me. I ask for a ten-year treaty, but you can get more money out of that mine than a ten-year treaty will be. I would like to raise my children, and that is the reason I say that. I don't know how to work or anything yet, and the time is coming close before I am ready, so I would like to make a ten-year treaty again. There is only three years left on the other treaty, and I don't know a thing yet. I have come to realize that I don't know anything, and then when I look upon my children I wonder how I am going to raise them after that three years is up. Beyond that I have nobody to rely on except you and the Great Father, and I don't want you to fool me. I want to make a treaty. If you fool me you will make me poor. And another thing, I don't want to see any of my children go off on that railroad over here. There is two schools on this reservation; there is one here and one at the mountains, and I want to see them go to school there. That is all.

BAD DOG (Assinniboine). I am thankful that I can live yet. I am glad that the Great Father sent you out here that I might live. When the Great Father has anything to say to me, I always say yes; when you advise anything hard to me I always say yes. I am an Indian, but I think myself to be a white man. You ask for that mine, and I am willing to give it, but I don't want you to touch any of the rocks or grass or water; that is what I will depend upon. I want cattle. I mean everything that I say. [Bad Dog here touches the pen.]

BLACK BULL (Assinniboine). I have heard that the Great Father has made treaties with the Indians that used to be further up the Missouri River, but it has come this far. When they have any talk like this with any of you people, I never come, but this is the first time I come. These chiefs have agreed to give you the mine, and I am willing to give it also. If you make any agreements with us, I don't want you to fool us. These chiefs are asking for a ten-year treaty, and I would like to carry it out. I have spoken to you now, and I have not much to say to you.

CLOUD BEAR (Assinniboine). I am also in favor of giving that mine over there. I don't want you to ask for it twice, I am willing to give it the first time. I would like to receive some live stock—some cattle and some steers. I favor that ten-year treaty. I don't know how to count money, but whatever amount it is, I would like to have it run out for ten years.

SNAPPING WOLF (Assinniboine). All these are my grandchildren (referring to assembled Indians). When I think of you coming out here to treat with us I feel good. You have asked for that mine and we told you that we would give it to you. All these young fellows in the Assinniboine tribe all have the same mind about it. You have come out here to give us a treaty and I feel good over it. This major, here, who watches over our rations, we would like to have you tell him to give us a little more rations. You have tried to make white children out of my children by sending them to school, and I feel good over it. I feel good from the fact that my children go to school on this reservation; these children will work together when they grow up. All these Indians' children are all weak, and they are not able to do anything yet for themselves. If you will make a ten-year treaty, they might be able to do something for themselves in less than ten years.

THE ASSINNIBOINE (Gros Ventre). I don't want to sell the reservation; I like it. I can't very well sell it, as the reservation is small. That is all I can tell you.

HORSE CAPTURE (Gros Ventre). I can't sell the reservation myself; I leave it to the school children.

THE FORK (Gros Ventre). My reservation is very small, and I am not willing to sell any of it. I want to live and stay here, and I am not willing to sell it. [Touches the pen.]

SLEEPING BULL (Gros Ventre). I am not willing to sell. That is all I have to say. [Touches the pen.]

THREE WHITE COWS (Gros Ventre). I want you to have pity on me. I am tired now taking care of this agency. The Great Father gave me this tag I have got on me to be a policeman. I want you to tell the Great Father the truth, and I am going to tell you what I think. I want to get some cattle, and I would like to make a treaty for a few more years so that I can get grub to live on. My people here, these Gros Ventres, say that they are willing to let a portion of the reservation go, a little on the other side of the sawmill—a strip through there. I want you to help me. That is all I have to say.

GRAY BEAR (Gros Ventre). I am willing to sell.

BEAR SHIRT (Gros Ventre). I am glad that you come here to make me live good. I am willing to let a part of the reservation go, but I am not willing to sell the timber nor the grass nor the water. That is all.

CAPTURE (Gros Ventre). I am not willing to sell the reservation. It is very small, and I like it. That is all.

BULL ELK (Gros Ventre). I come here to see you, to tell you that I am willing to sell a portion of the reservation, but I am going to have some of the Indians to go out, and we want to know exactly how big a portion of the land you want. Eating is the only thing that makes people live, and if I don't eat I will not live. I am not willing to sell the timber nor the grass nor the water, but just that little strip of land there where the mines are.

RAGGED ROBE (Gros Ventre). I am willing to sell a portion of the reservation, but he is not willing to sell the timber nor the grass nor the water. That is all I can say.

CURLY HEAD (Gros Ventre). You have come a long ways to get a part of the reservation, and I am willing to let it go, but I am not willing to sell the timber nor the grass nor the water. I would like to get cattle for it.

BULL'S HEAD (Gros Ventre). All I am willing to sell is that strip of land were the mines are; I would like to get mines for it. I am not willing to sell the timber nor the grass nor the water.

LITTLE SHIELD (Gros Ventre). I can't very well spare any of the reservation; it is very small, and I like it. I am thinking of the treaty that I made before with the whites; it was just like they took the land away from us for nothing. That is all.

IRON BOY (Gros Ventre). I am not willing to sell the reservation.

HEAD DRESS (Gros Ventre). I like cattle and I think that is the only thing that will make my children live. I am willing to sell that little portion of land where the mines are, and I want to get cattle for it.

RUNNER (Gros Ventre). I am not willing to sell any of the reservation.

THE BREATH (Gros Ventre). I say the same thing that Lame Bull said; I am not willing to sell any part of the reservation. This land was given to me, and I like it, and I can't spare any of it.

BLACK FOOT (Gros Ventre). My reservation is small, and I don't care about selling.

CROW (Gros Ventre). I am not willing to sell part of the reservation.

THE DREAMER (Gros Ventre). I am not willing to sell the reservation; it is small, and I like it.

THE GRASS (Gros Ventre). I am willing to sell part of the reservation. We are going to have the police to go out there and show you how big a land we want to sell. I would like to get cattle for it. That is all I have to say.

LONE BIRD (Gros Ventre). I am not willing to sell the reservation.

NARROW MAN, or DEAFY (Gros Ventre). I am willing to sell that portion of the reservation where the mines are.

SITTING BIRD (Gros Ventre). I am not willing to sell part of the reservation. We would like to have the reservation remain as it is; we like the mountains.

THE RIDER (Gros Ventre). I am not willing to sell the reservation. They marked out the reservation for me and I want it to remain as it is.

YOUNG MAN (Gros Ventre). I am not willing to sell a part of the reservation. I can't very well believe that you men were sent from Washington to buy this portion of the reservation. I think that you men come out to buy that part of the reservation yourselves and then sell it to the Great Father afterwards.

FRANCIS LUNGS (Gros Ventre). I am sorry to tell you that you come up here for nothing. I can not sell part of the reservation. I want the reservation to remain as it is.

THE WARRIOR (Gros Ventre). I am not willing to sell the reservation. That is all I have got to say.

BLACK WOLF No. 2 (Gros Ventre). I am not willing to sell the timber, nor the waters, nor the grass, but I would like to get lots of cattle. I would like to make a treaty for ten more years. That is all.

BIRD TAIL (Gros Ventre). I can't very well spare any of the reservation, because it is very small.

GO TO WAR (Gros Ventre). A little over the other side of the sawmill, I am willing to let that portion of the reservation go; I am willing to sell that. I would like to get cattle for it, so that my children can live; I don't care for myself; I am getting old now.

LITTLE PINE (Gros Ventre). You two men come up here to buy a portion of the land; I can't spare it.

TRUTH (Gros Ventre). I am not willing to sell the reservation. The reservation is very small and I can't spare it.

LITTLE CHIEF (Assinniboine). When there is a man comes to buy anything, and he able to buy it, he will go home feeling good. You come here to ask for something and all these people here say, yes. I want you to go away from here without being ashamed. I would like to see you give these two tribes here cattle, and crackers, and other things to eat.

JERRY RUNNING FISHER (Gros Ventre). I would like to see you men go home happy. We are willing to sell part of the reservation. All the old people and these people that have good sense are willing to let the reservation go; but them young fellows are like children playing—they don't know what they are talking about. I would like to have you give me a beef or two in the tribe, so they can have a little time. We are willing to sell the reservation.

OTTER ROBE (Gros Ventre). When I went back East to Washington and saw the Commissioner there, the Commissioner told me that this reservation belonged to me, and I could do as I liked with it; and now I am willing to sell that portion of the reservation, and I would like to get lots of cattle for it, and I would like to make a treaty for about ten years more. I am not willing to sell the timber, nor the waters, nor the grass. That ends the council.

JOHNNY (Gros Ventre). I am not willing to sell.

BACK FAT (Gros Ventre). I don't want to sell the part of the reservation.

TAKES THE GUN (Gros Ventre). The reservation is small, and I don't care about selling.

OWL'S HEAD (Gros Ventre). I am not willing to sell the reservation. I want my children to live on it after I am gone. I think, maybe, that the children will be able to work the mines—those children that are in school.

RETURN TO WAR (Gros Ventre). I am willing to let that portion of the reservation go. I am willing to let that strip of land go, but not on this side. You will have to make the agreement first how much land you want and how much the Indians are willing to let go.

TURNS TOE (Gros Ventre). I am willing to let the part of the reserv ation go.

EAGLE CHILD (Gros Ventre). I am very glad to see you men here come to buy that small piece of land, and I am willing to let it go, and I would like to get cattle for it.

THE BULL EASILY KILLED (Gros Ventre). I am willing to let that strip of land go. All I want is cattle for it.

Mr. Grinnell here addressed the Indians, as follows:

Now, we have listened to all that you people have had to say, and have been glad to hear everything that each man has said. After listening to all that you have said we feel sure that most of the people want to sell; some of them do not. Most of you can see clearly; some are blind yet. I hope bye and bye you can all see clearly. One thing we like, that is what you said about the land, that you didn't want to sell the grass nor the timber nor the water. Another thing is good; you all say, all who want to sell, that you want to begin a little on that side of the sawmill just a little strip; that is good.

Before we talked to you at all, we went down south there to see this country, to find out what you could sell without selling any grass or timber; and so that you might all understand what we had been doing down there, we took with us some men from each tribe. They went with us and they know the land we looked at, and I told the interpreters to tell them just where we run the line. They can tell you what the land was that we looked at. These men were Nosey, and Black Bull, and Seven Persons, and Sleeping Bear, and The Capture. The Capture was with us only one day, I think; the other men were with us both days. Maybe there were some others, but I don't remember their names.

The strip of land we talked about lies north of the south boundary of the reservation and east of the high ridge that is east of the mill, and south of that ridge that is on the north side of the North Fork of Peoples Creek. There is no timber in there and no grass. It is a little small strip of land where nothing grows, where there is nothing but rock, where there is no game so far as I could see, and I could see no water on it. These men can tell you what it is. You people don't use it for anything; it is no good to you. It is good only for what is under the ground there. Some people think that there is mineral there, but nobody knows very much about it. Now, if there are any of you that do not understand, that want to ask any questions, let them ask them and we will try to answer.

Council adjourned until to-morrow morning at 10 o'clock.

On October 8, 1895, the council met again and Mr. Pollock addressed the Indians as follows:

My friends, we had a long talk yesterday. From that talk we believe that the most of you are willing to make an agreement to sell that mineral land. There were some who were not then ready. I don't know whether they are now willing or not, but if more than half of you are willing to sell it and we can agree on the terms it will be a bargain anyhow, whether all agree to it or not. As long as it was in doubt whether more than half of you would be willing to sell we thought it best to say nothing about the price or terms; we think it is now time to begin talking about that.

As we told you yesterday, any agreement we may make must be sent to Congress and agreed to by it. If we put anything into the agreement that Congress won't accept, they will throw it away and it will be worse for you than if we had made no agreement. We want to come to some understanding with you which we believe Congress will accept also.

When you made the former agreement you sold a great big quantity of land—more than you have now in the reservation, perhaps. For that the Government agreed to pay you a good big price, to be spent so much every year. The land you now have to sell—the land that we think you can spare—is a very small piece compared to what you sold before. It must be plain to you that you can not expect to get for this little piece of land as much as you got for that large body. We want to give you all that we believe Congress will approve of. As many of you said yesterday, you can not count money, and it will be a hard matter perhaps for us to make each other understand what we mean; but we will do the best we can, and hope we may be able to come to an agreement without any ill feeling on your part, and I know there will be none on ours.

Mr. GRINNELL. My friends, this is a very important thing that we are talking about now. It is more important for you than it is for anybody else, because it has to do with your living. The Great Father wants to see you live, and we who have been out here among you, we want to see you live and do well. We are glad that the most of you want to sell this land; we are sorry that some do not; but they are young men, and we hope that when they get a few more wrinkles in their faces they will be wiser.

We have just been up talking to the Blackfoot people, and I showed some of you to-day on the map how big a piece of country they sold. This was a big piece of mountains, perhaps twenty times as large as the piece you are talking about selling. You could take this piece of land down here that you are talking about selling and put it down on that land that they sold twenty times, and it would not cover it all. You all know enough about trading to know that when a man has a calf to sell he

doesn't expect to get as much for it as he does for a great big steer; so you can not expect to get as much for this little piece of land as you did for the big piece of land which you sold when you made the treaty eight years ago.

Yesterday when you talked to us we were not sure whether all wanted to sell. We couldn't be sure that you might not refuse to sell, and so when you talked about a ten-year treaty, we didn't say anything because we wanted to wait and see how you felt. We want you to get all the money that you can, so that you can live, you and your wives and your children, so that your little ones can grow and be happy, but we don't want to make fools of you. If we should make a treaty with you and promise to give you a ten-year treaty and a great big price, we would go away east and you would think, well, this is all settled now, we are going to be happy. Then very likely Congress would say, this is a bad treaty; these men that we sent out are foolish men, and they would throw the thing away. Then you would all think that we were fools, and that we had made fools of you. When we go away from here we want you to feel that we are your true friends, and we want you to remember us always, and not forget us, so we don't want to tell you anything that won't come true. Now, I will sit down and let you people talk.

SLEEPING BEAR (Gros Ventre). You ask me for a very small piece of my land, and I don't think I will get very much for it, and so I say the same thing as I said yesterday. It is very small and I don't think I can get very much for it, and I couldn't get much grub for it. It is very small and I don't care about parting with it. All those young men that you had a talk there with last night, they have made up their minds not to sell that part of the reservation; they will take the consequence.

JERRY RUNNING FISHER (Gros Ventre). I can't say any different than what I said the other day. Most of these people are in favor of selling. That is all they depend on, is what money they get from the Government—they have got nothing else to depend upon. I walk around and try to look for some other way to make a living and I can't; I have to come back and be supported by the Government. When I went back East to Washington, I told them the same thing. The Commissioners back East told me that there were going to be some men come out here to see us about this land. They told me that this land belonged to me, and that whatever I said would be so. If I sold it or if I didn't sell it—whatever I said, it would go that way. It is like a white man that has money; that money belongs to him and no other person; that is the way this land is with me. I believe every word that you have told me. I know that you can't promise me anything. When you get back East to Washington, then you will know what is going to be done—what they will do back East.

All of those people that you see sitting over there, the most of them say the same thing. All of those young men on one side there, they are led by the old Lame Bull, and they say the same thing as they did before. I have another thing to tell you, and I wish you to help me all you can. When horses are hungry they can not work very hard; if a man eats he can work good. This agency is a good place for us to get grub. The people at the mountains are all good workers, but they are not very well taken care of. I don't know the reason for this, since they always do as the agent tells them. Quite a number of Gros Ventres have been among the Arapahoes and lived there quite awhile, and now they have come back to their own tribe, and they would like to stay here; they would like for you to help them. I know that every Indian's name is down in a book, and down strong, but it should not be impossible for a Gros Ventre to come back to his own tribe—they were born here. I want the agent to know all about it, and I wish for him to help them all he can.

LITTLE CHIEF (Assinniboine). When the agent says anything we remember it. We sold a large tract of land before and they promised many things, and they have not fulfilled those promises; I remember all of that. But you have promised to give me a fair deal in this transaction that you are about to make. There must be some mineral land there or else you wouldn't be after it so hard, and therefore I look for a ten-year treaty for it. I remember the last treaty; they promised to build such houses as this one you are sitting on, but you can look down the river and you will see nothing but log cabins that look like hog pens, and that is why I am looking for a ten-year treaty. I know there is mineral in that land, and it may be precious, but I am willing to let it go on a ten-year treaty. First of all, in the next treaty I would like to have some cattle; that is what these people ask for. The next thing, I want plenty of food so that the next generation to come may depend upon it. All these people sitting here are asking for the same implements and other things you use in raising your own children; they want to have the same implements. I am living along this Milk River and there are people up here on the river damming the river up. Even the river here is getting dry, and I am getting hard up for water.

BLACK WOLF (Gros Ventre). I can't say any other way than what I said yesterday. I can't sell any part of the reservation. All of those young men say the same thing.

OWL'S HEAD (Gros Ventre). What I said to you last night I remember yet. I am

an Indian and I can't tell anything only when I see it by my eye. When they made the treaty up at the old agency it was the old men that made the treaty, and they sold a very large piece of land, and all the whites are living on it, and they are making a good living on this land that we sold, but what they paid us is going to run out pretty soon. This is a very small piece of land you are buying now, and you wouldn't pay us the same for it again. That is the reason I don't care about selling that small portion of land, because I don't expect to get much for it. That is the reason I like this land of mine, so that the people will live on it; and I am not ashamed to talk about it, either.

WHITE WEASEL (Gros Ventre). When these white men come to buy any land from us it is like when a child cries and you take sugar and give it to him to make him stop crying. That is about the way they have always used us. When they made the treaty before I didn't know much, and that is the reason we gave a large piece of land away; but now I know a little better and I can't spare any of my land. Every year there is a little money grows in the garden and the oats brings a little money, too. The whites say that there isn't much money in that mountain, but I don't believe it; therefore I don't care about selling it. I think that after you buy that small piece of land you can do what you like with the balance of the reservation. After you get that small piece of land there is going to be a good many white men in there, and I can't sell it. We have been told that in three years the time will expire, and after that it is our own lookout, and if we can't work we will starve and die.

RUNNING CROW (Gros Ventre). You have talked three times now, and I have never said a word. This is the first time I ever talked to you, and I am going to tell you what I think. I say the same thing as those young men say; I think they are wise. If we should choose a headman out of those young men, I think we would get a good man. I don't know which is the worst of the two sides, but I am just as liable as not to get on the wrong side. That is all I have got to say.

WHITE MOON (Gros Ventre). I am quite an old man now; I am at the age now when a man can't work. Those young men are my headmen. I can't say any different than what they say. If we can't work we will all starve, so I can't sell any part of the reservation.

BLACK BULL (Assinniboine). I told you about it yesterday. I have been accustomed as far back as I can remember that the old men have generally been considered to be able to speak with commissioners, and therefore I still depend on them yet. I had a long talk with you last night, and I told you that they would make plenty of talk, but I told you to be patient and listen to all the talks. Listen to all that speak, and take back with you to Washington the speeches of those who have spoken with any common sense, and show it to those people there, so that they may understand that we want to live. These chiefs, the old men here, are willing to give you that small portion of mineral land which you wish for, and half of the rest of the people are willing to let it go anyway. Whenever a man buys anything that is small, if it is good he generally gives a good price for it. These headmen have already asked you for a ten-year treaty. I want the Great Father to give me something to live on.

FLAT HEAD (Gros Ventre). What I told you last night I want you commissioners to carry to Washington—what we have said. You have told us about the wrinkles on our faces that we were going to have. That is just what we want, is wrinkles in our faces; and after these old men are gone I don't know how they are going to control this reservation. Therefore all these young men are not willing to sell that portion of the land. These people that are willing to sell this land, I want to see them have smooth, fat faces. I can't sell that land.

CURLY HEAD (Gros Ventre). I am glad that the commissioners listened to those Indians that are willing to sell that land, and I wish I could get what I ask for it. If you go back to Washington without having made any treaty it wouldn't look very well, and therefore I am willing to let that portion of the land go. I don't know how those young fellows that refuse to sell that land are going to make out, whether they are going to blacksmith for themselves. It will be quite a number of days yet when I can come and get what I need, and that is the reason I am willing to sell that land. I am glad that the commissioners said "Yes" to those old men.

PADDY SKINNER (Gros Ventre). I like these mountains and I can't sell them. If all my hide falls off my face it would be all right; even if my finger nails drop off it would be all right—that is what I think. That is all.

THE STABBER (Gros Ventre). I say the same as those two men, those policemen, told you there; I think the same as they. I am willing to let that land go from the other side of the sawmill.

THE BREATH (Gros Ventre). I can't say any different from what my friends say; if I starve to death it will be all right. I never had anybody to show me the white man's ways; all the things I know I learned myself. I want you to tell these people here that you are going to give cattle to to take care of their cattle well. I learned what

I know myself, and I never had anybody to show me or tell me. I learned myself how to take care of cattle, and when my cattle are gone then I am willing to starve if I must. I can't very well sell any part of the reservation, and that is what my friends, the young men, all say. It was not me that made those lines of the reservation, it was the Great Father gave us this portion of land. Wherever my friends lie after they starve to death I will lie there too, with them.

THREE WHITE COWS (Gros Ventre). You men have come a long ways to buy that piece of land from us, and I would like to see you go back satisfied. I think the same as these men said there; I am willing to sell that piece of land just so that I can get the money for it, and so that I may live. I wish that I could get some cattle so that I could live off of them. I wish that you would give me cattle for a part of the money, and whatever is left give it to me in grub like we are getting now. We have three years to get grub yet, and we would like to have it extended ten years more.

NO BEAR (Gros Ventre). I don't like to see the commissioners come here for nothing, and this is the fourth time I have said "Yes." I would like to get lots of cattle, then I might be able to live. If it is so that you have come from Washington to buy this land, I wish you would have a little more rations given to us out at the mountains. This council is like to-day—everything is calm. Those Assinniboines that you see have been here with us a long time and lots of them were born and raised here, and they are all willing sell that piece of land, and I agree with them.

BUSHY HEAD (Gros Ventre). You were sent here from Washington, and I would like to have you take down to Washington what these Indians have said, and those that are willing to sell, and next summer I will know what to do. It is like a horse race to-day when two horses come out even—that is the way it is with the talk. Maybe after while those young men will know what to do if you tell them what you are going to pay them for the land. They will be glad then—they will trade even then. We won't let the whites take the land as they will; we are going to have it our own way how much land we are going to sell. That is all I have to say.

RETURN TO WAR (Gros Ventre). I am willing to sell that piece of land. The policemen are going to go up there when you show us the line. I would like to get some more beef killed for me at the mountains. I say the same as those Assinniboines say—that I am willing to sell. All those old men have sold you that land and I will sell it, too.

LITTLE MAN (Gros Ventre). I say the same thing as those headmen, those policemen—I am willing to sell. When those old men made a treaty up, above at old Fort Belknap, they talked good for the young people, and we have had pretty good living so far. I am willing to sell that piece of land that those old men have told you that they would sell, and I wish to make a ten-year treaty. I think that I can make a living by having cattle, and as I told you, I am willing to sell.

THE FORK (Gros Ventre). I am not willing to sell.

MANY EAGLE TAILS (Gros Ventre). I can't say no other way than what I said before, that I can't sell. There is no one man has all the say of it; even all the children have a right to this land. I can't say no other way than what I have said before; all these people have a right to this land. I like my reservation and I can't sell it.

Mr. POLLOCK. Well, my friends, we have listened patiently to what you have said to us this afternoon. I find that I was mistaken in some of my ideas that I formed soon after I came to your reservation. I told the new agent in talking with him that I thought these young men here ought to be encouraged to take more part in the affairs of the tribes. I am afraid I was mistaken about many of them; they don't seem to be able to look far enough ahead to be trusted to manage any of the business. I believe the people of the tribe will look back on their actions these last few days, and will be afraid to trust them, even when they get to be old men.

As I say, we have talked about this wanting to sell and not wanting to sell as long as I think it well to do. I think a good many more than half of you are ready to sell that land for which you have no use. We have talked among ourselves and also with your agent, and tried to make up our minds as to the very highest figures that Congress will approve. That class of land, when the Government owns it, would be sold for not more than $2.50 an acre. We have concluded to make you an offer of four times that much, or $10 an acre, for the amount of land that is there, as near as we can calculate. I want to be free with you and tell you that I don't think that amount of money will carry you ten years after your present treaty runs out, in the same way that you have been carried; I don't think it will do that. I might have told you it would take you the ten years, and you perhaps wouldn't know any better now; but I don't want you to say after while that I told you false in anything. I want you all to say after we go away that we told you the whole truth about it, and that we didn't fool you in anything.

Under a provision which we expect to go into the agreement, this money can be made to carry you five years longer, or eight years from the first of last July.

We want to put into this agreement, if it be made, some provisions that were

not in the old agreement, and which we think will be good for you. You have now in Washington about fifty thousand dollars, which has been saved from former payments. This money is lying in Washington there doing nobody any good. We want to make a provision for this money to bear interest—that is, to grow so much every year, like your herds grow by the calf. We want to make it so not only this that you have there now, but all that can be saved afterwards and added to it, will draw interest also.

There is another matter I want to speak about. There has been nothing said by any of you in the council about it, but some of you have talked outside; that is in regard to taking your land in allotments—taking allotments of your lands—dividing them up. Those who have spoken about it have said they do not want their lands divided up among you. At the present, as the law stands, the Great Chief may at any time order allotments to be made and surveyed out, and a tract of 80 acres given to each man and 40 acres to each woman and child; that is a fact, and true as to you and your lands as much as to those of any other Indians. Do you think you would like to have this done now? [Indians answer, "No," through interpreters.] You all say "No." I agree with you. I think the man who is now Secretary agrees with you, but you know the men who administer Indian affairs change every four years in Washington, and the change is coming before a great while now.

The President who goes in then, and his Secretary of the Interior, and the new Commissioner of Indian Affairs may say that you must take your land in allotments. That thing has happened with other Indians who did not want to take allotments, and it may happen with you. When we heard some of you say that you did not want your lands allotted we talked among ourselves about the matter, and we said: These people must raise cattle to make a living. They can't do this if they are limited to a little piece of land; they have to have the whole reservation here for a range for their cattle, and we said, if we make an agreement with them and they want it put in, we will put in that no allotments of their land will be made while this last agreement lasts, nor afterwards, until they ask it.

I tell you this now to show that we have been trying to seek for your benefit. We have made the best offer that we think Congress will approve for this land that is not of any use to you, and if you want to secure these other provisions that I have told you of you will accept our offer. If not, we will have to go away without any agreement.

THE MALE (Assinniboine). You have come directly from Washington and brought word to me about this. I was down in Washington and got a certificate to promise that I should live here. They promised me that I should live with your race as brothers and friends, and then you have come out here to buy that mineral land, and I am considering the thing. I want to live yet awhile and therefore I am willing to give you; I have got that same idea yet. I am a poor man and I am not able to do anything for myself, and I can't eat the dirt and live, but I have one hope and that is the cattle. If you furnish me cattle I may possibly live; I have told you that before. When I was talking to you the other night you asked me whether you would hurt my feelings if you would not carry out your promise, and I told you yes, and you promised me that you would carry out all you told me; I still remember that. And then when you said you could not make a ten-year treaty, I know that the Government is rich yet, not poor.

I remember I told you not to listen to those young fellows, Gros Ventres, just talking like little children playing, but take back with you what the old men have said that has some sense to it. I would like to see plenty of food here that I might live on. I would rather change that mineral land for food that I might live on. You told me just a little while ago that you were my true friends, and I can't see into that. As long as I have been living I have never got so that I could not see anything that was good; I have always been able to see things that are good. Some of these policemen are not willing to sell that tract of land. If they are not willing to sell that tract of land they ought to take off their uniforms and leave them here and live like the rest of the men. I would like to have you take back with you all of these speeches that have any sense to them, but I would be ashamed for you to show the headmen over there these speeches that the young fellows spoke. I asked for a ten-year treaty, and all that time I want you to teach me to do the right thing, and I will be thankful to you for that. I don't want you to listen to those young fellows, what they have to say.

EYES IN THE WATER (Assinniboine). I have got nothing more to say than what these headmen have already said. These young men here are all wearing the Government clothes; they should take them off of them and then they would have nothing but their breechcloths to go home in. When a man has any sense in talking with white men he talks about things that are reasonable. Ever since I have been looking at that mineral land it has been no use to me, and I am willing to listen to any white man that will make a good offer for it. If these young men were to take these clothes off they would have nothing but the dirt to clothe themselves with. You see me here

a poor man; I have got the same kind of clothes, and when I run out I go in the warehouse and ask for them. I just ask for them for ten years. If you don't make that agreement with us these Gros Ventres that hear me talking will laugh at me afterwards. I lay this down plain before you, and I would like to have you tell it when you get back.

I wonder how those Gros Ventres would live if they couldn't get anything from the warehouse here. I have not had anything to eat since this morning and I am getting empty now, and I feel like I would like to see the council over soon now, and I wonder how these young men would like to starve. I would like to exchange that mineral land over there for food, that we may live. That is all the men over there wish. If you don't make an agreement like that with us, those young fellows over there would laugh at me. I was where the Treasury was, and there was money piled up there from here to the warehouse. I was where the money was made, and I wonder how the Government is so poor. Before you go away you promised to be a good friend to me, and I thank you for that.

MEDICINE BEAR (Assinniboine). When a man wants anything and is patient, he always gets it. When a man wants anything and tries hard for it, he generally gets it. When a man wants anything and he has anything to give for it, if he is not stingy about what he wants to give, he generally gets it. And then when they make a trade, both of them generally feel happy over it. When it comes to these boys over here talking and you are not patient, it is all right. You told me that you were after something very important, and you told the truth and I agree with you. It is the beef and the grass and water and wood that I am depending upon and have been living upon. I have no other things to depend upon but the Government, and that has been the one that has saved me so far. If there was any of these fellows had any brains, he would tell you the same thing that I have told you. They are all talking about dying; I am afraid of dying. I would do almost anything to live. The Great Spirit has directed my living; I live as he directs, and then I am dependent on the Great Father also.

Those two have owned me so far, and they have done about as they pleased with me the best way they know of. You asked me something and I have said "Yes" to you; I was willing to give you what you asked for. That is a small tract of land that you ask for, but you ought not to say it is so small. That is a small tract of land, but it will make some happy if they own it. You ought to treat with me for my benefit, that I may live. There is half of these people talking in the wrong direction to you. All these headmen, noted men, have agreed with you in selling that tract of land. You have agreed to give us a small amount for it, but you may change your mind, maybe; it wouldn't hurt your feelings, anyway, but we would be thankful for it. When a man comes up to you and talks about things that have no sense you don't have to listen to them. You have spoken the truth; and then when I speak (or these other men speak) sense, take it back with you to Washington and show the headmen. Ever since you have been here I have thought that the Government has brought something very important to me; I look ahead and see that that is the only way that I can live, and then I agree with you.

You might think that is small, but I have given it to you already. It may be small, but it will be worth something yet. When a new agent comes here he generally treats us bad, but this new agent we hope will treat us good. When I am in need of anything I want to go up to the agent and ask him for it, and I would like to see him give it to me. I have already spoken to you about the land, and you have brought up different things before me, and now I am going to bring something else up with this small tract of land on this small reservation. When they proposed to have two schools here, I did not agree with them; I wanted only one at the mountains, and it was because of the boys that they built this other schoolhouse. I afterwards agreed with them, but I said in making that agreement I wanted it understood that no children should be taken to Eastern schools or Western schools, but I wanted my children to go to school here on these reservation schools, and when they get to be to the age of 15 or 16 or 17, I would like to get them out of the schools. I have been troubled from the fact that when I go out to work I have old implements that are worth nothing to use, and I would like this new agent to get some good implements that I may use in working.

WETAN (Assinniboine). I have always remembered everything, and when I don't remember anything I go to the agent. When the hunters killed off all the buffaloes I went to the agent and told him that I wanted money in place of those buffaloes, and instead of doing that he covered the money in the ground, and then he made a treaty with us. Before he made this treaty there was part of that mineral land was taken away from me, and then I went to the agent and asked for it to be redeemed in money, and he couldn't do it. When I made the other treaty I said, "Yes," and I was willing to give it to the commissioners; and when we heard of you coming out here to make a treaty on this mineral land all the Assinniboines agreed they w uld give it to you, and we told you so yesterday. That is the only thing that we had to depend

upon; so when we heard that you was coming out we were willing to sell it, provided that you would give us a ten-year treaty and plenty of cattle. You have said that we do not use that mineral land for anything, but there is plenty of mineral in there to pay for it. I told you that we would like to have some mowing machines to cut the grass; that is what we are depending upon. When they have councils like this it is generally the custom to bring out some grub and give it to these councilmen—sugar, coffee, tea, and crackers—and kill two beef for each tribe, and then they will go around.

LONG KNIFE (Assinniboine). Away back I dressed like these Indians. When I was living among the Indians that is the way I had to live, and that is the way I lived. I lived like the rest of the Indians. And since the buffalo is all destroyed I have been living this way. Your race has been living this way and have lived all this time this way, and you have placed me this way, so I am living this way, and clothed this way. I am glad to see that you have looked so far ahead for me, and see how the future generations shall live. This reservation is about as big as my two thumbs that I hold before you. The Great Father must have plenty of money to raise so many white men as there is. This reservation is about as big as these thumbs, and yet has a little mineral on it and you are asking for it. I told you that I was willing. You see all these Assinniboines before you; they all have one mind; they are all willing to sell, and so I tell you so. By saying that there is plenty of money I mean that I want a ten-year treaty; that is what I want to exchange that mineral land for. You have told us that there is people in Congress that have to consider this agreement, but you go back there and tell them that we said so. On this reservation there is some half-breeds, and we consider them as a part of us, and they are living among us. They have a right to live here, and are living here all right. I am willing to share with them what there is in that warehouse and live with them.

BAD DOG (Assinniboine). I have already said "Yes," yesterday. You asked for this mineral land and I have already given it to you; I want something good for exchange. Ever since you come here I have been full, and I am thankful for it. You are chief men. I want something to eat this evening; I have kind feelings for you. If I ever ask anything of you I want you to give it to me.

OTTER ROBE (Gros Ventre). I want you to know what all these headmen and all the Assinniboines told you yesterday, that we are willing to sell that part of the reservation. I feel good when I see fat people around here. I would like to make a treaty for ten years. All of those Gros Ventres there that have but little sense; they all think the same thing that they did yesterday. I don't want you to mind what those young fellows have said about being poor and starving; they don't know what they are talking about. Children never know what they are talking about. When we made the treaty before they gave us a paper to show the lines of the reservation; I was one of the headmen at the time, and I think I am yet, and I can do as I please with it. I am always hunting the good path. That is all.

THE ASSINNIBOINE (Gros Ventre). I would like to have you men to leave those young men alone; they are not willing to sell. Some of these old Indians that can't do anything, they are willing to sell because they can't work. Those young men say that they don't like to have this land allotted to them. If you give anything to these men that sell this land, you can give it to them, but those fellows that refuse to sell, they don't want anything. You whites try to make us live like the white men, but I don't see why you don't stop those old Indians from having more than one wife.

LITTLE PINE (Gros Ventre). I am glad that you have given me a good agency here to take care of me, and I hope that the new agent will feed me well. I am an Indian and this land belongs to me, and I wish for the agent to take good care of it. I can't sell the reservation; I would like to have it remain as it is.

FIRE STEEL (Gros Ventre). My people have said many different ways, and I don't know which side to go. I don't like to have this reservation fenced outside. I wouldn't like to have the whole reservation fenced. I don't know what to say, and therefore I am not going to say what I am going to do. That is all I can tell you. I don't know if I am going to live long or not; all my flesh is gone.

CUTS THE ROPE (Gros Ventre). This is the first time I have been around this agency. I didn't mean to talk on the subject before you came here, but I am going to tell the commissioners what I think. When I camped over here on Big Peoples Creek I heard that there were three men come here to buy a portion of the reservation, and it come in my head right away that I wanted cattle for it.

SLEEPING BULL (Gros Ventre). You told the truth about our not seeing very far ahead; we can see far enough ahead to let any part of the reservation go. I can't sell it.

THE BRACELETS (Gros Ventre). We think of that mountain like the whites think of the President. We sold a big piece of land already; it was very large, but we think that mountain just as big as that land we sold. I am willing to let those men sell it. I heard a long time ago that the Great Father never beat the Indians in any way when he has anything to do with them, or when he deals with them in any way

The whites always sell their lands and I think it is good, and I trust to the Great Father that you will use me right. I hope that you will carry through everything.

I remember yet what you told me the other day, and I think that you remember what you said. All these people here are accustomed to fence in their land that they cultivate. It looks as if the whites can make these jean clothes better than they can make the others; I don't see why they don't give us other clothes. As long as I can remember these are the only kind of clothes I got from the Great Father. When we go outside in the heat and in the sun they all fade and turn yellow. The money is wasted in buying these clothes, and I would like to get better clothes. I would like to have a little better rations at the mountains than what we have, and I would like for you to carry through what I have said. I felt good when I heard that you men have come to buy a piece of my land, and I was willing to sell it right away. That is all I have to say.

BIRD HIGH (Gros Ventre). I would sell the reservation—a portion of the land. That is all I have to say.

BLACKFEET (Gros Ventre). I can't say any other way than what I said yesterday; I refused to sell it and I can't say any more. I know it will not go my way because it goes according to the majority. That is all I have to say.

JOHNNY (Gros Ventre). I am sorry to say that I can't sell my reservation.

SITTING BIRD (Gros Ventre). I can't sell any part of the reservation. I like it. I want to know what is the reason these Assinniboines all want to sell. The Assinniboines all want to sell, and they haven't got as much right here as the Gros Ventres.

Mr. GRINNELL. I was glad to hear you all say that you didn't want the lands allotted; that you wanted to keep them as a grazing tract for your cattle. I like to hear you all talk that way. You must remember that these cattle now are your living; they have taken the place of the buffalo that raised and supported you in old times. If you men have this thing put in the agreement the Great Father will never allot you your lands until you ask him to do it yourselves. Then you can keep these lands for your cattle to feed on just as long as you want to. I told you the other day when I talked to you and I tell you now again, when we are talking about paying this price for the land, that we are not the only chiefs; we are servants sent out here to talk to you. If those who sent us, those people who are over us, don't like what we do, don't like the bargain that we make with you, they will throw it away and say, "No; it is no good." Then it will be just as if we hadn't come out here at all.

It would be foolish for us to agree to pay you a price that we are sure the people in Washington wouldn't consent to pay to you; it would be telling you lies; it would be making fools of you; we don't want to do that. This money that we offer to pay you for this small piece of land is a great big pile of money. I know that you can't count money very well, but it is $360,000. That much money, if we had it here in silver dollars, and were to pile it on one end of a plank put across a rock, and then were to drive thirty ponies on the other end, they would just about balance. It would take any of us nearly all winter to count that pile of money if we didn't do anything else. That money, with what it will grow to with the interest, will keep you, I think, for seven years from next summer—for eight years from last July. It will buy lots of food, lots of beef and coffee and sugar and flour; it will give you a lot more cattle than you have got now.

But I don't want you people to think that you are going to be supported by the Government all your lives. I want to see you begin to take care of your cattle, keep them at home, look after them, brand all the calves, and so get lots of cattle. I want to see you take such good care of your cattle that by the time this eight years is up you won't have to ask for anything of the Government—you won't have to come up to the warehouse and ask for coffee, sugar, bacon, and clothes. If you take care of your cattle and work hard, long before that time you ought to have cattle to sell and money in your pockets, and be able to go to the store and buy all the things that you want out of your own pockets. You have got to turn yourselves into white men; you can't be Indians any longer. If you stay Indians, then you will have to starve. You have got to work and look after your stock. The Great Father doesn't support any white men; they have to work for their own living.

Here are these people that I have just left up here close to the mountains, the Piegans; they have turned into white men now. They have lots of cattle; they are getting rich; they are getting sense; they are able to trade. I want you to be the same way. Try to remember this. Don't turn your cattle loose; don't let them wander all over the country so that you won't get their calves; but some white man will brand them. Look out for them, keep them at home, and get your own calves and put your own brand on them.

One thing that some of the men said about the young men that are half-breeds and that are here. You said they had your own blood and that you wanted them to share the things that are in the warehouse. That provision, protecting these young men, can be put into the agreement, and will be if you want it.

Now, if you like the things that we have said to you, if you agree to what we have talked, we will have the paper drawn up in the morning, and as many of you as want to can sign it, or put their marks on it, and we will sign it, and it will go down to Washington to be given to the Great Father there.

We have tried now two mornings to get you to talk to us in the morning, but you don't come; you don't get up very early. But we will be here to-morrow morning and we will have this paper drawn up, and any people that want to put their names to it, any people that want to sign it, can do so. It will be here by 10 o'clock in the morning; then in the afternoon after dinner we will meet you again and read the whole thing to you so that everybody can hear and understand. We will meet here again to-morrow right after dinner, and all through the morning anybody can sign the paper. The headmen ought to be the first to sign the paper, but of course the people that get here earliest they will probably sign it first.

Council here adjourned until to-morrow.

Agreement, concluded October 9, 1895, with the Indians of the Fort Belknap Reservation, in Montana, by William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners.

This agreement, made and entered into the ninth day of October, A. D. 1895, by and between William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners, on the part of the United States, and the undersigned Indians, residing upon and attached to the Fort Belknap Indian Reservation, in the State of Montana, the same constituting a majority of the male adult Indians belonging upon said reservation, witnesseth that—

ARTICLE I.

For and in consideration of the sum to be paid and the obligations assumed on the part of the United States, as hereinafter set forth, said Indians, of the Fort Belknap Reservation, hereby convey, relinquish, and release to the United States all their right, title, and interest in and to that portion of their present reservation, in the State of Montana, lying and being within the following-described lines, to wit: Beginning at the 54 miles boundary monument at a point about the middle of the crest of Mission Butte and following a straight line bearing (magnetic) north 17 degrees 30 minutes west to the highest point on a limestone ridge on the south side of the North Fork of Peoples Creek and running at right angles to the course of said creek at this point; thence in a straight line bearing (magnetic) north 2 degrees 45 minutes west to a rounded timbered knob on the crest of the limestone reef on the north side of the North Fork of Peoples Creek and parallel with its general course; thence easterly, following the crest of the last-mentioned limestone reef north of the North Fork of Peoples Creek to a low rounded hill on said limestone reef where it dips down to the valley of Lodge Pole, or Red Mountain Creek; thence in a straight line north 74 degrees east (magnetic) to the wooded limestone ridge known as Travois Butte where a line drawn from the summit of Granite Butte (the peak south of the 61½-mile boundary monument) north 15 degrees east (magnetic) would intersect it; thence along said straight line to the southern boundary line of the present reservation; thence along said southern boundary line of the present reservation to the point of beginning.

ARTICLE II.

For and in consideration of the conveyance, cession, and relinquishment hereinbefore made, the United States hereby covenants and agrees to advance and expend during the period of four years, beginning from and after the expiration of the payments provided for in the agreement made between the parties hereto on the eleventh day of February, A. D. eighteen hundred and eighty-seven, and ratified by Congress on the first day of May, A. D. eighteen hundred and eighty-eight, under the direction of the Secretary of the Interior for the Indians, the sum of three hundred and sixty thousand dollars. It is agreed that the said money shall be deposited in the Treasury of the United States immediately upon the expiration of the payments under the said agreement of 1887, to bear interest at the rate of four per centum per annum, and there shall be expended the sum of ninety thousand dollars yearly, or so much thereof as may be necessary, as hereinafter provided. It is provided that any surplus accumulated under and remaining at the expiration of payments under the agreement of 1887 shall also bear interest at the rate of four per centum per annum. Such sums, or so much thereof as may be necessary in any one year, shall be expended in the purchase of cows, bulls, and other live stock, goods, clothing, subsistence, agricultural implements, in providing employes, in the education of Indian children,

in procuring medicine and medical attendance, in the care and support of the aged, sick, and infirm, and helpless orphans, in the erection and keeping in repair of such new agency and school buildings, mills, blacksmith, carpenter, and wagon shops as may be necessary in assisting the Indians to build and keep in repair their houses, inclose and irrigate their farms, and in such other ways as may best promote their civilization and improvement.

ARTICLE III.

It is agreed that in the employment of all agency and school employees preference in all cases be given to Indians residing on the reservation, who are well qualified for such positions, and that all cattle issued to said Indians for stock-raising purposes, and their progeny, shall bear the brand of the Indian Department and shall not be sold, exchanged, or slaughtered except by the consent of the agent in charge, until such time as this restriction shall be removed by the Commissioner of Indian Affairs.

ARTICLE IV.

In order to encourage habits of industry, and to reward labor, it is further understood and agreed that in the giving out or distribution of cattle or other stock, goods, clothing, subsistence, and agricultural implements, as provided in Article II, preference shall be given to Indians who endeavor by honest labor to support themselves, and especially to those who in good faith undertake the cultivation of the soil, and engage in pastoral pursuits, as a means of obtaining a livelihood, and the distribution of these benefits shall be made from time to time in such manner as shall best promote the objects specified.

ARTICLE V.

As the scarcity of water on this reservation renders the pursuit of agriculture difficult and uncertain, and since the reservation is well adapted to stock raising, and it seems probable that the main reliance of these Indians for self-support is to be found in cattle raising, it is agreed that during the existence of this agreement no allotments of land in severalty shall be made to them, but that this whole reservation shall continue to be held by these Indians as a communal grazing tract, upon which their herds may feed undisturbed; and that after the expiration of this agreement the land shall continue to be so held until such time as a majority of the adult males of the tribes shall request in writing that allotment in severalty shall be made of their lands: Provided that any member of the tribes may, with the approval of the agent in charge, fence in such area of land as he and the members of his family would be entitled to under the allotment act, and may file with the agent a description of such land and of the improvements that he has made on the same, and the filing of such description shall give the said member of the tribes the right to take such land when allotments of the lands in severalty shall be made.

ARTICLE VI.

So soon as this agreement shall have received the approval of Congress, the boundary lines described in Article I shall be surveyed, designated, and marked by monuments not more than one-half mile apart. The expense of such survey shall be borne by the United States, but the unskilled laborers employed in the work shall be hired from among the Indians residing on this reservation.

Such survey and the markings of the above-described boundary lines shall be done immediately—not later than ninety days after the approval of this agreement by Congress—and completed as speedily as possible, and the ceded portion of the reservation shall not be thrown open to occupancy by the whites until after the new boundaries of the reservation shall have been established and marked.

ARTICLE VII.

It is further agreed and provided that none of the money realized from the sale of this land shall be applied to the payment of any judgment which has been or may hereafter be rendered upon any claim for damages because of depredations committed by said Indians prior to the date of this agreement.

ARTICLE VIII.

All of the provisions of the agreement between the parties hereto, made February 11th, 1887, not in conflict with the provisions of this agreement, are hereby continued in full force and effect.

ARTICLE IX.

It is understood and declared that wherever the word Indian is used in this agreement it includes mixed bloods as well as full bloods.

ARTICLE X.

This agreement shall not be binding upon either party until ratified by Congress.

Dated and signed at the Fort Belknap Agency, Montana, on the ninth day of October, 1895.

[SEAL.] WILLIAM C. POLLOCK.
[SEAL.] GEO. BIRD GRINNELL.

ASSINNIBOINE.

No.	Indian name.	Signed by—	English name.
1	Honga Dju shi na	His x mark	Little Chief.
2	Mnoga	do	The Male.
3	Mon to wakan dapi	do	Medicine Bear.
4	Wi tana	do	Island.
5	Mina hahnska	do	Long Knife.
6	Ta tonka sapa	do	Black Bull.
7	Mini o toh wahn	do	Eyes in the Water.
8	Shank do ke cha hek da koka	do	Snapping Wolf.
9	I a wah ki yu	do	Thunder Speaks.
10	Ta tanka wa pa ha	do	Bulls Cap.
11	Ta teh hun ka	do	Wind Chief.
12	Ta mahk pia wa kan ye	do	Thunder Cloud.
13	Chiu wi ba bdi cha	do	Hump on the Breast.
14	Tha pa na	do	The Four.
15	Shunk kne kne kha	do	Spotted Horse.
16	Wa ki ang cha nu pa	do	Thunder Pipe.
17	Ota cha pa pi	do	Many Stabbers.
18	Iwank kda ki	do	Glass.
19	Mahk pi ya man toh	do	Cloud Bear.
20	Wa kan she na	do	Medicine Robe.
21	I ye in chi ya	do	Attacks.
22	Shunka she dja	do	Bad Dog.
23		do	Abe Shirt.
24	Horn pa	do	Moccasin.
25	Ia me ya kuna	do	Returning Hunter.
26	Che ta tanka hok shi	do	Big Hawk Boy.
27	Shi yoh hush teh	do	Lame Prairie Chicken.
28	Ka nah shi na	do	The Shawl.
29	Ah khe wun ka	do	Frost.
30	Ta shonka sha	do	Red Dog.
31	Cha nuba na zhe	do	Standing Pipe.
32	Wa me di he toma	do	Has the Eagle.
33	Chin dja hin kpara	do	Dropped the Child.
34	Is to we ga ha	do	Broken Arm.
35	Cha tkah	do	Left Hand.
36	In te to ki yu	do	Tattooed Face.
37	Che tah hoh tah	do	Gray Hawk.
38	Shunka wa mdi kte	do	Dog Kills the Eagle.
39	Shunga o na	do	Wounded Dog.
40	Shunk un ve	do	Dogs Rump.
41	In to he ya	do	Facing.
42	Huhn hahn sapa	do	Black Owl.
43	Shunk ohn jin cha	do	Bobtailed Horse.
44	Ah wank kdok mani	do	Watches Walking.
45	Wa su	do	Hailstone.
46	Na pesh pahn	do	Burnt Hand.
47	I yahn i yo tanka	do	Sitting Rock.
48	Shunk ink kje ka	do	Pony.
49	Mantoh sin kde keta	do	Rattlesnake Bear.
50	Che ta wa chihn he	do	Hawk Feather.
51	Mahk pi a o tohnwe	do	Open Eyes in Cloud.
52	Ta zhi na	do	Yellow Calf.
53	Su su win chahk cha	do	Old Balls.
54	He kha ka sha	do	Red Elk.
55	Si ha opi	do	Wounded Foot.
56	Pa tanka	do	Big Head.
57	I e shihn	do	Dumb.
58	Wan gan hi ya ye	do	Gone High.
59		do	Henry Jackson.
60		do	Sam King.
61	Ta he na pin cha shke	do	Tied Horn on his Waist.
62	O in a	do	John Beads.
63	Su tah	do	Edward Strong.
64	Ta tanka	do	William Bull.
65	Ki yahn in cha ka	do	Grows Flying.
66	In to shi wa kahn	do	False Prophet.
67	Mahk pi a shi na	do	Cloud Robe.
68	Hok shi na hon ga	do	Boy Chief.
69	Hok shi na wit kot ko	do	Fool Boy.

ASSINNIBOINE—Continued.

No.	Indian name.	Signed by—	English name.
70	Huhn ska hah	His x mark	Leggings.
71	Shunk mo tahn	do	Prowling Dog.
72	To kana hahs ka	do	Long Fox.
73	Pa ha sha she	do	Red Hair.
74	Ku teh	do	Shooter.
75	Cha numba to hnah	do	Has the Pipe.
76	O ni hahn	do	Glutton.
77	Ni yah to ya na	do	George Blue Breath.
78	Mi nah	do	Knife.
79	Ma to hahska	do	Long Bear.
80	Ka wink chi	do	Walks Slow.
81		do	Peter Wing.
82			Wm. Ball.
83	Shunga tsapa	His x mark	Black Dog.
84	I ah to kan	do	Talks Different.
85	Wa kah hok shi	do	Sacred Boy.
86	Wahn tanka	do	Big Snake.
87	Cho tanka	do	Gun.
88	Nunk kteh	do	Kills Twice.
89	Ti man is a	do	Camp Walker.
90	I yewk cha	do	Thomas Thinker.
91	Hok chu pi	do	Fish Guts.
92	Ka neh kha	do	In the Bowels.
93	To mah ta tanka	do	Four Bulls.
94	Ahk kde shka na	do	Lizard.
95	Tsihn te hkda ta chan ku	do	Rattlesnake Trail.
96	Sha ko wi	do	Seven.
97	Uhn swo kdi	do	Awkward Man.
98	Hok to hokshi	do	Gray Boy.
99	Wa shi dju hok shina	do	White Boy.
100	Shungo tanka hok shina	do	Horse Boy.
101	To yo ka ken za un ki	do	Noisy Bed.
102	Che ta nu we	do	Swimming Hawk.
103	Mi shap	do	Flint Stone.
104	Pa ha zi zi	do	Yellow Lead.
105	I ya o ki ena	do	Hires the Rock.
106	Tin dja shke ata	do	Many Coups.
107	Hok shina chat ka	do	Left Hand Boy.
108	Wuhn zo zhu ha	do	Trousers.
109	I yah khe	do	Mountain.
110	A nah wahn ke	do	Galloper.
111	Wahm di hunka	do	Eagle Chief.
112	Ah kna ke ya ye	do	Follower.
113	Hunga nazhi	do	Standing Chief.
114	He man ga	do	Iron Horn.
115	Ta tanka mon i	do	Walking Bull.
116		do	Frank Buck.
117	Tsi nte kda	do	Rattlesnake.
118	I nshna uns a	do	Lone Man.
119	Tar tunka pa	do	Bulls Head.
120		do	Robert Lemon.
121	In tu ga sahn he ki tuhn	do	Horned Weasel.
122	To ga in cha hka	do	First Raised.
123	Hok shine wa kahn	do	Medicine Boy.
124	Mahn to na zhi	do	Standing Bear.
125	Ta tanka sin teh	do	Buffalo Tail.
126	Wi zi zi yeh	do	Yellow Lodge.
127	Hunga moni	do	Walking Chief.
128	Ta shina tanka hokshi	do	Big Blanket Boy
129	To ga ho tohn	do	First Sound.
130	Tohk hok shine	do	Enemy Boy.
131	To ga hunga	do	First Chief.
132	Wa ke ya wehn cha cha	do	Old Thunder
133	Ko gi pa bi	do	Afraid.
134	Washasht	do	Bear Claws.
135	Shunk hihnt	do	Blue Horse.
136	Wa ha chunga e ag	do	Took the Shield.
137	Gan upi	do	Fanning.
138	Ni a mun kaht		Frank Wheeler.
139	Ni a toh	His x mark	Blue Breath.
140	Hunga in chah gha	do	Growing to be a Chief.
141			Arthur Chester.
142			Charles Perry.
143			John Sanborn.
144			Charles Wetan.
145			William H. Berry.
146	Mahn kah shin ai ye	His x mark	Dirt Robe.
147	Mohk pa bi	do	Shoots Down.
148	A pa bina	do	Strikes.
149	Wa hah chung toh	do	Blue Shield.
150	Sin teh hihn maza	do	Iron Tail.
151	Tho gak tesa	do	Enemy Killer.
152	Ha ga	do	Pointing Iron.

GROS VENTRE OF THE PRAIRIE.

No.	Indians name.	Signed by—	English name.
1	I tan cha wuha wua	His x mark	Running Fisher.
2	Na jun hi tuw it	do	Otter Robe.
3	Chi bt uts	do	Man Sits High.
4	Ni ni kut es	do	Bushy Head.
5	Tse ni wus un	do	No Bear.
6	Nas nah tsw ye	do	Three White Cows.
7	Wass bye tsut	do	Bear Shirt.
8	Pa ba a	do	Curly Head.
9	A an u	do	Dried Meat.
10	Kya u	do	Ragged Robe.
11	A tis a nin	do	Little Man.
12	Te ni tissa	do	Returned to War.
13	Che at si	do	Head Dress.
14	Kuh tsun a	do	Cuts the Rope.
15	Ta tsiks	do	Turned Toes.
16	Match kunin nink	do	Goes to War.
17	Ni i hi erwit	do	High Bird.
18	Ist tslin a sa	do	Bull Easily Killed.
19	Ka ha dye	do	Lizard.
20	Wah se un	do	Grass Chief.
21			James Matt.
22	A tsis nin	His x mark	Narrow Man.
23	Kos kai ye	do	Stabber.
24	Be hiz than	do	Eagle Child.
25	Wau kuh	do	Bracelet.
26	Ko kar	do	Shi Frog.
27	Naht ka tzi	do	White Plume.
28	Chi i	do	Dwarf.
29	Thu u	do	Skunk.
30	Match a wis	do	Bull Elk.
31	An as run	do	Enemy.
32	Na kus	do	Gray Bear.
33	A dju i	do	Long Horse.
34	Belknap	do	Fox.
35			Charlie Buckman.
36			Daniel S. Bear.
37	E na tchi ub	His x mark	Bulls Robe.

FORT BELKNAP AGENCY, MONT.,
October 9, 1895.

We, James Matt, Charles Buckman, Chas. Perry, and James Perry, do certify that the annexed and foregoing agreement by and between the United States and Indians residing upon and attached to the Fort Belknap Indian Reservation, in Montana, was fully interpreted to said Indians and they made to understand the same; that after said interpretation the said Indians, whose names appear subscribed to said agreement, signed the same in our presence.

We further certify that said Indians are members of said tribes and reside upon said reservation, set apart for said Indians in Montana, and that said subscribers are male adults over the age of 21 years.

Given under our hand, at the Fort Belknap Agency, this 9th day of October, 1895.

CHARLES PERRY.
CHARLIE BUCKMAN.
JAMES MATT.
JAMES PERRY.

FORT BELKNAP AGENCY, MONT.,
October 9, 1895.

I hereby certify that there are 181 male adult Assinniboine and 153 male adult Gros Ventre Indians, making a total of 334 male adult Indians residing on this reservation and drawing rations and annuities at this agency, as shown by the records of the agency office.

LUKE C. HAYS,
United States Indian Agent.

REPORT.

The Fort Belknap Indian Reservation extends south from the Milk River to the watershed of the Little Rocky Mountains, separating the waters of the Milk from those of the Missouri River. The only available timber on the reservation is found in this mountainous part of the reservation, and the only waters available for irrigation have their source in these mountains.

The mountainous area may be roughly classified into two portions—the limestone area, on which all the useful timber is found, and the central region of porphyry, which is covered by scrubby pines and brush, none of which is useful for timber. This porphyry area is the mineral-bearing part of the mountains.

The area which it is desired shall be cut off from the reservation is this central, porphyry region. It includes the higher peaks and head-water gulches of the streams. The miners, as represented by their delegates, do not desire to include any timber land or acquire water rights, but simply to have the mineral zone separated from the reservation.

A careful examination of this area shows that the larger part of the mineral-bearing country lies within the boundaries of the reservation. A large number of prospects have been found north of the watershed (boundary line), from which I have collected specimens of ore showing free gold and that show very promising ledges of ore. One prospect has been worked at times, although within the reservation. A shaft 65 feet deep has been sunk and a tunnel run in to meet it. The ore from this shaft was shipped and yielded $32,000 to the owners. A number of claims located upon the divide show lodes running across the ridges, the greater part of the lead being on the reservation. Examples of this occur south of Mission Butte, at the west end, and on the divide near Shellrock Mountain to the east.

The placer deposits occurring within the limits of the reserve are not of any great extent or value. In no case have any of the placers yielded more than very small returns, the miners barely making wages, if that much.

After careful examination of the ground, going over the country to note mineral character, timber, and water, I am convinced that the mineral deposits are of sufficient extent and importance to warrant the cutting off of a portion of the mountain part of the reservation. The following limits would reserve to the Indians all the available timber and at the same time free the mineral-bearing area:

Starting from the summit of Mission Butte, at the 54-mile monument of the reservation boundary, due north to the south bank of the Northern Fork of People's Creek; thence up the south bank of the stream to the divide between this creek and Lodge Pole Creek; thence from this divide N. E. 55° (mag.) to the intersection of a line drawn N. E. 20° from the summit of Granite Butte (61-mile monument?). This area would include about 35 square miles, as near as can be estimated with the data at hand, all of which is mineral-bearing or likely to prove so. This area includes but a few acres of timber, being mainly covered by young pines of 2 feet to 5 feet in height. It includes no land capable of cultivation.

The limits desired by the prospectors generally are defined by the limestone reef that encircles the porphyry. While forming a natural boundary, this is one difficult of precise definition, and is, moreover, open to objection, as there are two small isolated patches of limestone within the porphyry area and one butte of porphyry within the main limestone area.

BOUNDARIES OF PROPOSED AREA TO BE CUT OFF.

The limits as defined in the last paragraph, while satisfactory to those desiring the cutting off of the reservation, are open to a critical objection, inasmuch as they do not include the "contact" zone between the limestone and the porphyry. Therefore, a better boundary, so far as the future is concerned, would be obtained by drawing a line from the summit of Mission Butte (54-mile boundary monument) due north to the intersection of the limestone "rim" or "reef" lying north of the north branch of Peoples Creek (the stream joining the main creek a half mile above St. Paul's mission). Thence follow the limestone reef to a point N. 15° E. magnetic from the summit of the peak known as Granite Butte (the peak south of the 61½-mile boundary monument). This will include all the mineral-bearing porphyry area and the contact zone, and will exclude all timber lands.

Respectfully submitted.

WALTER H. WEED,
Geologist, United States Geological Survey.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, January 20, 1896.

SIR: I have the honor to acknowledge the receipt of your letter of January 13, 1896, directing this office to report, in duplicate, as to the manner in which the ceded lands of the Blackfeet and the Fort Belknap Indians should be disposed of, and also to submit drafts of items or sections to be added to the bills submitted to you by the honorable Commissioner of Indian Affairs.

With his report (in triplicate) of January 11, 1896, relative to the negotiations with the Blackfeet Indians the Commissioner of Indian Affairs includes duplicate copies of the report of the commissioners appointed to treat with these Indians, dated December 14, 1895, duplicate copies of the proceedings of councils, duplicate copies of an agreement entered into, and duplicate copies of a bill incorporating this agreement, ratifying the same, and providing for the survey of the lands agreed upon to be ceded to the United States.

With his report of the same date relative to the negotiations with the Fort Belknap Indians the Commissioner of Indian Affairs includes similar papers, together with a report by Walter H. Weed, geologist, United States Geological Survey.

I have carefully examined the various documents, and have reached the conclusion that the lands covered by each bill are valueless for other than mining purposes and that they should be made subject to disposal under the mineral-land laws only.

Inasmuch as the commission estimates the area of the lands to be surrendered by the Blackfeet Indians as 800,000 acres and fixes $1,500,000 as the sum to be paid therefor, the prices per acre established by sections 2325, 2333, and 2337, United States Revised Statutes, for the sale of mineral lands, will be amply sufficient when these lands are sold to reimburse the Government for the gross sum paid the Indians.

The area of the lands to be ceded by the Belknap Indians is estimated at 40,000 acres, and the amount to be paid therefor is fixed at $360,000. Accordingly the price per acre at which these lands should be sold to miners should be placed at $10 per acre.

I have the honor to submit the following sections as additional to the proposed bills:

BLACKFEET INDIAN RESERVATION.

A BILL to ratify an agreement, etc.

SEC. 3. That upon the filing in the United States local land office for the district in which the lands surrendered by article one of the foregoing agreement are situated of the approved plat of survey authorized by section two of this act the lands so surrendered shall be open to occupation, location, and purchase under the provisions of the mineral-land laws only, subject to the several articles of the foregoing agreement: *Provided*, That the terms of this section shall not be construed to authorize occupancy of said lands for mining purposes prior to the date of filing said approved plat of survey.

BELKNAP INDIAN RESERVATION.

A BILL to ratify an agreement, etc.

SEC. 3. That upon the filing in the United States local land office for the district in which the lands surrendered by article one of the foregoing agreement are situated of the approved plat of survey authorized by section two of this act the lands so surrendered shall be open to occupation, location, and purchase under the provisions of the mineral-land laws only, subject to the several articles of the foregoing agreement: *Provided*, That said lands shall be sold at ten dollars per acre: *And provided*

further, That the terms of this section shall not be construed to authorize the occupancy of said lands for mining purposes prior to the date of filing said approved plat of survey.

The papers transmitted with your letter are herewith returned.

Very respectfully,

S. W. LAMOREUX, *Commissioner.*

The SECRETARY OF THE INTERIOR.

A BILL to ratify an agreement with the Indians of the Fort Belknap Reservation, Montana, and making appropriations to carry the same into effect.

Whereas William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners on the part of the United States, did on the ninth day of October, A. D. eighteen hundred and ninety-five, conclude an agreement with the Indians of the Fort Belknap Reservation in the State of Montana, which said agreement is in words and figures as follows, to wit:

Agreement concluded October ninth, 1895, with the Indians of the Fort Belknap Reservation in Montana, by William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners.

This agreement, made and entered into this ninth day of October, A. D. 1895, by and between William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners on the part of the United States, and the undersigned Indians, residing upon and attached to the Fort Belknap Indian Reservation in the State of Montana, the same constituting a majority of the male adult Indians belonging upon said reservation, witnesseth that,

ARTICLE I.

For and in consideration of the sum to be paid and the obligations assumed on the part of the United States, as hereinafter set forth, said Indians of the Fort Belknap Reservation hereby convey, relinquish, and release to the United States all their right, title, and interest in and to that portion of their present reservation, in the State of Montana, lying and being within the following-described lines, to wit: Beginning at the 54-mile boundary monument, at a point about the middle of the crest of Mission Butte, and following a straight line, bearing (magnetic) north 17 degrees 30 minutes west, to the highest point on a limestone ridge on the south side of the north fork of People's Creek, and running at right angles to the course of said creek at this point; thence in a straight line, bearing (magnetic) north 2 degrees 45 minutes west, to a rounded, timbered knob on the crest of the limestone reef on the north side of the north fork of People's Creek, and parallel with its general course; thence easterly, following the crest of the last-mentioned limestone reef north of the north fork of People's Creek, to a low rounded hill on said limestone reef, where it dips down to the valley of Lodge Pole, or Red Mountain Creek; thence in a straight line, north 74 degrees east (magnetic), to the wooded limestone ridge known as Travois Butte, where a line drawn from the summit of Granite Butte (the peak south of the 61½-mile boundary monument) north 15 degrees east (magnetic) would intersect it; thence along said straight line to the southern boundary line of the present reservation; thence along said southern boundary line of the present reservation to the point of beginning.

ARTICLE II.

For and in consideration of the conveyance, cession, and relinquishment hereinbefore made, the United States hereby covenants and agrees to advance and expend during the period of four years, beginning from and after the expiration of the payments provided for in the agreement made between the parties hereto on the eleventh day of February, A. D. eighteen hundred and eighty-seven, and ratified by Congress on the first day of May, A. D. eighteen hundred and eighty-eight, under the direction of the Secretary of the Interior for the Indians, the sum of three hundred and sixty thousand dollars. It is agreed that the said money shall be deposited in the Treasury of the United States immediately upon the expiration of the payments under the said agreement of 1887, to bear interest at the rate of four per centum per annum, and there shall be expended the sum of ninety thousand dollars yearly, or so much thereof as may be necessary, as hereinafter provided. It is provided that any surplus accumulated under and remaining at the expiration of payments under the agreement of 1887 shall also bear interest at the rate of four per centum per annum.

Such sums, or so much thereof as may be necessary in any one year, shall be expended in the purchase of cows, bulls, and other live stock, goods, clothing, subsistence, agricultural implements; in providing employees, in the education of Indian children, in procuring medicine and medical attendance, in the care and support of the aged, sick, and infirm, and helpless orphans; in the erection and keeping in repair of such new agency and school buildings, mills, blacksmith, carpenter and wagon shops, as may be necessary; in assisting the Indians to build and keep in repair their houses, enclose and irrigate their farms, and in such other ways as may best promote their civilization and improvement.

ARTICLE III.

It is agreed that in the employment of all agency and school employees preference in all cases be given to Indians residing on the reservation, who are well qualified for such positions, and that all cattle issued to said Indians for stock-raising purposes, and their progeny, shall bear the brand of the Indian Department, and shall not be sold, exchanged, or slaughtered except by the consent of the agent in charge, until such time as this restriction shall be removed by the Commissioner of Indian Affairs.

ARTICLE IV.

In order to encourage habits of industry and to reward labor, it is further understood and agreed that in the giving out or distribution of cattle or other stock, goods, clothing, subsistence, and agricultural implements, as provided in Article II, preference shall be given to Indians who endeavor by honest labor to support themselves, and especially to those who in good faith undertake the cultivation of the soil and engage in pastoral pursuits as a means of obtaining a livelihood, and the distribution of these benefits shall be made from time to time in such manner as shall best promote the objects specified.

ARTICLE V.

As the scarcity of water on this reservation renders the pursuit of agriculture difficult and uncertain, and since the reservation is well adapted to stock raising, and it seems probable that the main reliance of these Indians for self-support is to be found in cattle raising, it is agreed that during the existence of this agreement no allotments of land in severalty shall be made to them, but that this whole reservation shall continue to be held by these Indians as a communal grazing tract, upon which their herds may feed undisturbed; and that after the expiration of this agreement the land shall continue to be so held until such time as a majority of the adult males of the tribes shall request in writing that allotment in severalty shall be made of their lands: Provided, that any member of the tribes may, with the approval of the agent in charge, fence in such area of land as he and the members of his family would be entitled to under the allotment act, and may file with the agent a description of such land and of the improvements that he has made on the same, and the filing of such description shall give the said member of the tribes the right to take such land when allotments of the lands in severalty shall be made.

ARTICLE VI.

So soon as this agreement shall have received the approval of Congress, the boundary lines described in Article I shall be surveyed, designated, and marked by monuments not more than one-half mile apart. The expense of such survey shall be borne by the United States, but the unskilled laborers employed in the work shall be hired from among the Indians residing on this reservation.

Such survey and the markings of the above-described boundary lines shall be done immediately—not later than ninety days after the approval of this agreement by Congress—and completed as speedily as possible, and the ceded portion of the reservation shall not be thrown open to occupancy by the whites until after the new boundaries of the reservation shall have been established and marked.

ARTICLE VII.

It is further agreed and provided that none of the money realized from the sale of this land shall be applied to the payment of any judgment which has been or may hereafter be rendered upon any claim for damages because of depredations committed by said Indians prior to the date of this agreement.

ARTICLE VIII.

All of the provisions of the agreement between the parties hereto, made February 11th, 1887, not in conflict with the provisions of this agreement, are hereby continued in full force and effect.

ARTICLE IX.

It is understood and declared that wherever the word Indian is used in this agreement it includes mixed bloods as well as full bloods.

ARTICLE X.

This agreement shall not be binding upon either party until ratified by Congress.

Dated and signed at the Fort Belknap Agency, Montana, on the ninth day of October, 1895.

[SEAL.] WILLIAM C. POLLOCK.
[SEAL.] GEO. BIRD GRINNELL.

ASSINNIBOINE.

No.	Indian name.	Signed by—	English name.
1	Honga Dju shi na	His x mark	Little Chief.
2	Mnoga	do	The Male.
3	Mon to wakan dapi	do	Medicine Bear.
4	Wi tana	do	Island.
5	Mina hahnska	do	Long Knife.
6	Ta tonka sapa	do	Black Bull.
7	Mini o toh wahn	do	Eyes in the Water.
8	Shank do ke cha hek da koka	do	Snapping Wolf.
9	I a wah ki yu	do	Thunder Speaks.
10	Ta tanka wa pa ha	do	Bulls Cap.
11	Ta teh hun ka	do	Wind Chief.
12	Ta mahk pia wa kan ye	do	Thunder Cloud.
13	Chiu wi ba bdi cha	do	Hump on the Breast.
14	Tah pa na	do	The Four.
15	Shunk kne kne kha	do	Spotted Horse.
16	Wa ki ang cha nu pa	do	Thunder Pipe.
17	Ota cha pa pi	do	Many Stabbers.
18	Iwank kda ki	do	Glass.
19	Mahk pi ya man toh	do	Cloud Bear.
20	Wa kan she na	do	Medicine Robe.
21	I ye in chi ya	do	Attacks.
22	Shunka she dja	do	Bad Dog.
23		do	Abe Shirt.
24	Horn pa	do	Moccasin.
25	Ia me ya kuna	do	Returning Hunter.
26	Che ta tanka hok shi	do	Big Hawk Boy.
27	Shi yoh hush teh	do	Lame Prairie Chicken.
28	Ka nah shi na	do	The Shawl.
29	Ah khe wun ka	do	Frost.
30	Ta shonka sha	do	Red Dog.
31	Cha nuba na zhe	do	Standing Pipe.
32	Wa me di he toma	do	Has the Eagle.
33	Chin dja hin kpara	do	Dropped the Child.
34	Is to we ga ha	do	Broken Arm.
35	Cha tkah	do	Left Hand.
36	In te to ki yu	do	Tattooed Face.
37	Che tah hoh tah	do	Gray Hawk.
38	Shunka wa mdi kte	do	Dog Kills the Eagle.
39	Shunga o na	do	Wounded Dog.
40	Shunk un ve	do	Dogs Rump.
41	In to he ya	do	Facing.
42	Huhn hahn sapa	do	Black Owl.
43	Shunk ohn jin cha	do	Bobtailed Horse.
44	Ah wank kdok mani	do	Watches Walking.
45	Wa su	do	Hailstone.
46	Na pesh pahn	do	Burnt Hand.
47	I yahn i yo tanka	do	Sitting Rock.
48	Shunk ink kje ka	do	Pony.
49	Mantoh sin kde keta	do	Rattlesnake Bear.
50	Che ta wa chihn he	do	Hawk Feather.
51	Mahk pi a o tohnwe	do	Open Eyes in Cloud.
52	Ta zhi na	do	Yellow Calf.
53	Su su win chahk cha	do	Old Balls.
54	He kha ka sha	do	Red Elk.
55	Si ha opi	do	Wounded Foot.
56	Pa tanka	do	Big Head.
57	I e shihn	do	Dumb.
58	Wan gan hi ya ye	do	Gone High.
59		do	Henry Jackson.
60		do	Sam King.
61	Ta he na pin cha shke	do	Tied Horn on his Waist.
62	O in a	do	John Beads.
63	Su tah	do	Edward Strong.
64	Ta tanka	do	William Bull.
65	Ki yahn in cha ka	do	Grows Flying.
66	In to shi wa kahn	do	False Prophet.
67	Mahk pi a shi na	do	Cloud Robe.
68	Hok shi na hon ga	do	Boy Chief.

ASSINNIBOINE—Continued.

No.	Indian name.	Signed by—	English name.
69	Hok shi na wit kot ko	His x mark	Fool Boy.
70	Huhn ska hah	do	Leggings.
71	Shunk mo tahn	do	Prowling Dog.
72	To kana hahs ka	do	Long Fox.
73	Pa ha sha she	do	Red Hair.
74	Ku teh	do	Shooter.
75	Cha numba to hnah	do	Has the Pipe.
76	O ni hahn	do	Glutton.
77	Ni yah to ya na	do	George Blue Breath.
78	Mi nah	do	Knife.
79	Ma to hahska	do	Long Bear.
80	Ka wink chi	do	Walks Slow.
81		do	Peter Wing.
82			Wm. Ball.
83	Shunga tsapa	His x mark	Black Dog.
84	I ah to kan	do	Talks Different.
85	Wa kah hok shi	do	Sacred Boy.
86	Wahn tanka	do	Big Snake.
87	Cho tanka	do	Gun.
88	Nunk kteh	do	Kills Twice.
89	Ti man is a	do	Camp Walker.
90	I yewk cha	do	Thomas Thinker.
91	Hok chu pi	do	Fish Guts.
92	Ka neh kha	do	In the Bowels.
93	To mah ta tanka	do	Four Bulls.
94	Ahk kde shka na	do	Lizard.
95	Tsihn te hkda ta chan ku	do	Rattlesnake Trail.
96	Sha ko wi	do	Seven.
97	Uhn swo kdi	do	Awkard Man.
98	Hok to hokshi	do	Gray Boy.
99	Wa shi dju hok shina	do	White Boy.
100	Shungo tanka hok shina	do	Horse Boy.
101	To yo ka ken za un ki	do	Noisy Bed.
102	Che ta nu we	do	Swimming Hawk.
103	Mi shap	do	Flint Stone.
104	Pa ha zi zi	do	Yellow Lead.
105	I ya o ki ena	do	Hires the Rock.
106	Tin dja shke ata	do	Many Coups.
107	Hok shina chat ka	do	Left Hand Boy.
108	Wuhn zo zhu ha	do	Trousers.
109	I yah khe	do	Mountain.
110	A nah wahn ke	do	Galloper.
111	Wahm di hunka	do	Eagle Chief.
112	Ah kna ke ya ye	do	Follower.
113	Hunga nazhi	do	Standing Chief.
114	He man ga	do	Iron Horn.
115	Ta tanka mon i	do	Walking Bull.
116		do	Frank Buck.
117	Tsi nte kda	do	Rattlesnake.
118	I nshna uns a	do	Lone Man,
119	Tar tunka pa	do	Bulls Head.
120		do	Robert Lemon.
121	In tu ga sahn he ki tuhn	do	Horned Weasel.
122	To ga in cha hka	do	First Raised.
123	Hok shine wa kahn	do	Medicine Boy.
124	Mahn to na zhi	do	Standing Bear.
125	Ta tanka sin teh	do	Buffalo Tail.
126	Wi zi zi yeh	do	Yellow Lodge.
127	Hunga moni	do	Walking Chief.
128	Ta shina tanka hokshi	do	Big Blanket Boy.
129	To ga ho tohn	do	First Sound.
130	Tohk hok shine	do	Enemy Boy.
131	To ga hunga	do	First Chief.
132	Wa ke ya wehn cha cha	do	Old Thunder.
133	Ko gi pa bi	do	Afraid.
134	Wa shasht	do	Bear Claws.
135	Shunk hihnt	do	Blue Horse.
136	Wa ha chunga e ag	do	Took the Shield.
137	Gan upi	do	Fanning.
138	Ni a mun kaht		Frank Wheeler.
139	Ni a toh	His x mark	Blue Breath.
140	Hunga in chah gha	do	Growing to be a Chief.
141			Arthur Chester.
142			Charles Perry.
143			John Sanborn.
144			Charles Wetan.
145			William H. Berry.
146	Mahn kah shin ai ye	His x mark	Dirt Robe.
147	Mohk pa bi	do	Shoots Down.
148	A pa bina	do	Strikes.
149	Wa hah chung toh	do	Blue Shield.
150	Sin teh hihn maza	do	Iron Tail.
151	Tho gak tesa	do	Enemy Killer.
152	Ha ga	do	Pointing Iron.

GROS VENTRE OF THE PRAIRIE.

No.	Indian name.	Signed by—	English name.
1	I tan cha wuha wua	His x mark	Running Fisher.
2	Na jun hi tuw it	do	Otter Robe.
3	Chi bt uts	do	Man Sits High.
4	Ni ni kut es	do	Bushy Head.
5	Tse ni wus un	do	No Bear.
6	Nas nah tsw ye	do	Three White Cows.
7	Wass bye tsut	do	Bear Shirt.
8	Pa ba a	do	Curly Head.
9	A an u	do	Dried Meat.
10	Kya u	do	Ragged Robe.
11	A tis a nin	do	Little Man.
12	Te ni tissa	do	Returned to War.
13	Che at si	do	Head Dress.
14	Kuh tsun a	do	Cuts the Rope.
15	Ta tsiks	do	Turned Toes.
16	Match kunin nink	do	Goes to War.
17	Ni i hi erwit	do	High Bird.
18	Ist tslin a sa	do	Bull Easily Killed.
19	Ka ha dye	do	Lizard.
20	Wah se un	do	Grass Chief.
21			James Matt.
22	A tsis nin	His x mark	Narrow Man.
23	Kos kai ye	do	Stabber.
24	Be hiz than	do	Eagle Child.
25	Wau kuh	do	Bracelet.
26	Ko kar	do	Shi Frog.
27	Naht ka tzi	do	White Plume.
28	Chi i	do	Dwarf.
29	Thu u	do	Skunk.
30	Match a wis	do	Bull Elk.
31	An as run	do	Enemy.
32	Na kus	do	Gray Bear.
33	A dju i	do	Long Horse.
34	Belknap	do	Fox.
35			Charlie Buckman.
36			Daniel S. Bear.
37	E na tchi ub	His x mark	Bulls Robe.

FORT BELKNAP AGENCY, MONT., *October 9, 1895.*

We, James Matt, Charles Buckman, Chas. Perry, and James Perry, do certify that the annexed and foregoing agreement by and between the United States and Indians residing upon and attached to the Fort Belknap Indian Reservation in Montana was fully interpreted to said Indians and they made to understand the same; that after said interpretation the said Indians, whose names appear subscribed to said agreement, signed the same in our presence.

We further certify that said Indians are members of said tribes and reside upon said reservation, set apart for said Indians in Montana, and that said subscribers are male adults over the age of 21 years.

Given under our hand at the Fort Belknap Agency this 9th day of October, 1895.

CHARLES PERRY.
CHARLIE BUCKMAN.
JAMES MATT.
JAMES PERRY.

FORT BELKNAP AGENCY, MONT., *October 9, 1895.*

I hereby certify that there are 181 male adult Assinniboine and 153 male adult Gros Ventre Indians, making a total of 334 male adult Indians residing on this reservation and drawing rations and annuities at this agency, as shown by the records of the agency office.

LUKE C. HAYS,
United States Indian Agent.

Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That said agreement be, and the same is hereby, accepted, ratified, and confirmed.

SEC. 2. That for the purpose of making the survey of the boundary lines described in article one as provided for by article six of said agreement, there be, and hereby is appropriated out of any moneys in the Treasury not otherwise appropriated the sum of one thousand five hundred dollars, or so much thereof as may be necessary, the same to be immediately available.

SEC. 3. That upon the filing in the United States local land office for the district in which the lands surrendered by article one of the foregoing agreement are situated, of the approved plat of survey authorized by section two of this act, the lands so surrendered shall be open to occupation, location, and purchase, under the provisions of the mineral-land laws only, subject to the several articles of the foregoing agreement: *Provided*, That said lands shall be sold at ten dollars per acre: *And provided further*, That the terms of this section shall not be construed to authorize the occupancy of said lands for mining purposes prior the date of filing said approved plat of survey.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 118.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 12, 1896.—Referred to the Committee on Indian Affairs and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, TRANSMITTING AN AGREEMENT MADE AND CONCLUDED SEPTEMBER 26, 1895, WITH THE INDIANS OF THE BLACKFEET RESERVATION, MONTANA, BY WILLIAM C. POLLOCK, GEORGE BIRD GRINNELL, AND WALTER M. CLEMENTS, COMMISSIONERS APPOINTED UNDER THE PROVISIONS CONTAINED IN THE INDIAN APPROPRIATION ACT OF MARCH 2, 1895.

DEPARTMENT OF THE INTERIOR,
Washington, February 12, 1896.

SIR: I have the honor to transmit herewith an agreement made and concluded September 26, 1895, with the Indians of the Blackfeet Reservation, in Montana, by William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners appointed under the provisions contained in the Indian appropriation act of March 2, 1895 (28 Stat. L., 900).

I also transmit the report of the commission, the proceedings of the councils had with the Indians, and a draft of a bill to ratify the agreement, prepared by the Commissioner of Indian Affairs and the Commissioner of the General Land Office, as shown by the accompanying reports.

I am firmly convinced that the better policy in such cases is for the Government to take charge of and sell for what they will bring such lands as the Indians do not need, the net proceeds being placed in the Treasury of the United States to be expended for their benefit. If this course be not practicable in any given case and it be thought best for the Government to purchase any Indian lands at a fixed price, then care should be taken to make such provision for their disposal as will surely and fully reimburse the Government the whole purchase price. In other words, the Government should not be subjected to the loss of money in these transactions.

While I approve generally the terms of this agreement, the price proposed to be paid for the land is large, and I am not satisfied that a sufficient quantity of the land will be disposed of to fully reimburse the Government the amount to be paid.

If a provision can be made authorizing the Department to dispose of this land by immediate sale in a body, or in smaller tracts, at such prices as may be fixed by the Secretary of the Interior, as will realize the full

amount to be expended by the Government, I would cheerfully recommend the approval of this agreement.

With this expression of my views I submit said agreement, with the accompanying papers, for such action as may be deemed proper.

Very respectfully,

HOKE SMITH, *Secretary.*

The PRESIDENT OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 11, 1896.

SIR: By a clause in the last Indian appropriation act (28 Stat. L., 900) provision was made for negotiations with the Indians of the Blackfeet and Fort Belknap reservations, in the State of Montana, for the surrender of certain portions of their respective reservations, as follows:

To enable the Secretary of the Interior, in his discretion, to negotiate with the Belknap Indians for the surrender of certain portions of their reservation, situated in the north central portion of the State of Montana, and the Blackfeet Indians for the surrender of certain portions of their reservation, situated in the northwestern part of the State of Montana, three thousand five hundred dollars; and the Secretary of the Interior is hereby authorized to appoint a commission to negotiate with the said Belknap and Blackfeet Indians for the ceding of said portions of their respective reservations, any agreement thus negotiated being subject to action by Congress.

Under and in pursuance of this provision the Secretary appointed a commission, consisting of William C. Pollock, George Bird Grinnell, and Walter M. Clements, to conduct the negotiations provided for with the Indians mentioned, and instructions for their guidance were prepared in this office and submitted with my report of August 19, 1895, for your approval. They were approved by you on August 21, 1895, and returned to this office, and on the same date they were sent to the commissioners.

I am now in receipt of a report of December 14, 1895, from the commissioners transmitting an agreement reached by them with the Indians of the Blackfeet Reservation on September 26, 1895. The object of the negotiations with these Indians was to obtain from them the surrender of certain mountainous portions of their reservation supposed to contain valuable deposits of gold, silver, and copper. The agreement contains eleven articles and was executed by the commissioners on the part of the United States and 306 Indians out of a total male adult population of 381.

By Article I the Indians agree to a surrender of certain portions of their reservation on the west, which are described in the agreement principally by natural boundaries and bearings to natural points, and embrace the lands supposed to contain the valuable mineral deposits, and is in extent about 800,000 acres, retaining, however, to themselves the right to go upon any portion of the ceded lands as long as they shall remain public lands of the United States, and to cut and remove therefrom wood and timber for agency and school purposes, and for their personal uses for houses, fences, and all other domestic purposes, and also the right to hunt upon said lands and to fish in the streams thereof so far as the same shall remain public lands of the United States, under and in accordance with the provisions of the game and fish laws of the State of Montana.

By Article II the United States agrees, in consideration for the surrender contained in Article I, to pay to the Indians the sum of $1,500,000, in installments, as follows: The first year after the expiration of payments under the agreement of 1887 (25 Stat. L., 113), $300,000, one-half of which to be deposited in the United States Treasury, at interest at 4 per cent per annum and the other half, or so much thereof as shall be necessary, to be expended as provided in said article, and annually thereafter, for eight years, the sum of $150,000. Any surplus accumulated and remaining at the expiration of the agreement of 1887, and any surplus remaining from any annual payment provided for in said article, shall also be placed in the Treasury to the credit of the Indians, at interest at the rate of 4 per cent per annum. The article provides that the sums to be paid under this agreement shall be expended "in the purchase of cows, bulls, and other live stock, goods, clothing, subsistence, agricultural implements, in providing employees in the education of Indian children, in procuring medicine and medical attendance, in the care and support of the aged, sick, and infirm, and all helpless orphans, in the erection and keeping in repair all such new agency and school buildings, materials, blacksmith, carpenter, and wagon shops as may be necessary in assisting the Indians to build and keep in repair their houses, inclose and irrigate their farms, and in such other ways as may best promote their civilization and improvement."

By Article III it is agreed that Indians residing on the reservation who are well qualified for such positions shall be given preference in the employment of all agency and school employees, and that all cattle issued to the Indians for stock-raising purposes and their progeny shall bear the brand of the Indian Department, and shall not be sold, exchanged, or slaughtered except by the consent of the agent in charge; but the Commissioner of Indian Affairs may remove this restriction.

By Article IV it is provided that, in order to encourage habits of industry and to reward labor, it is understood and agreed that in the giving out or distribution of cattle or other stock, goods, clothing, subsistence, and agricultural implements preference shall be given to Indians who endeavor by honest labor to support themselves, and especially to those who in good faith undertake the cultivation of the soil and engage in pastoral pursuits, and that the distribution of these benefits shall be made from time to time in such manner as shall best promote the objects specified.

Article V recites that the situation of the Blackfeet Reservation renders it wholly unfit for agricultural purposes; that the Indians have shown within the past four years that they can successfully raise horned cattle, and that there is every probability that they will become self-supporting by attention to this industry; and provides that during the existence of this agreement no allotments of land in severalty shall be made to the Indians, but that the whole reservation shall continue to be held by them as a communal grazing tract, upon which their herds may feed undisturbed. It also provides that after the expiration of this agreement the lands shall continue to be held in common until such time as a majority of the male adult Indians of the reservation shall request in writing that allotments in severalty shall be made of their land, but that any member of the tribe may, with the approval of the agent in charge, fence in such an area of land as he and the members of his family would be entitled to under the allotment act, and file with the agent a description of such land and the improvements he has made on the same, the filing of such description to give him the right to take the land when allotments come to be made.

By Article VI it is agreed that as soon as this agreement shall have received the approval of Congress the boundary lines in Article I shall be surveyed and designated by two engineers, one to be selected by the Indians and one by the Secretary of the Interior, said survey to be begun not later than ninety days after the approval by Congress and completed as speedily as possible. The expense of the survey shall be shared equally by the United States and the Indians of the reservation, but the unskilled laborers employed in making the same shall be hired among the Indians residing upon the reservation. Until the new boundary lines shall have been surveyed, it is also provided that the ceded portion of the reservation shall not be thrown open to occupancy by the whites.

By Article VII it is agreed that whenever, in the opinion of the President, the public interests require the construction of railroads or other highways, telegraph or telephone lines, canals and irrigating ditches, through any part of the reservation, right of way shall be granted for such purposes, under such rules and regulations, limitations and restrictions, as the Secretary of the Interior may prescribe, and the compensation for such right of way shall be fixed by the Secretary and be expended by him for the benefit of the Indians.

By Article VIII it is provided and agreed, that none of the money realized by the sale of the land described in Article I shall be applied to the payment of any judgment which has been or may hereafter be rendered upon any claim for damages because of depredations committed by the Indians prior to the date of the agreement.

By Article IX the provisions of Article VI of the agreement between the United States and the Blackfeet Indians of February 11, 1887, are continued in full force and effect, as are also all the provisions of said agreement not in conflict with this agreement.

By Article X "it is understood and declared that wherever the word Indian is used in this agreement it includes mixed bloods as well as full bloods."

By Article XI it is provided, that the agreement shall not be binding on either party until ratified by Congress.

In their instructions the commissioners were advised that it was the mountain region of the Blackfeet Reservation, especially the northern portion and the country around St. Marys Lake, that the parties interested in procuring the legislation desired to have segregated from the reservation and made available to the public; also that they would be enabled by personal examination of the country and investigation as to where the Indians for the most part reside and have their improvements, to decide as to what portions of their reservation they can spare without detriment to their present or future well being, and where it would be advisable to establish their western boundary in case they decide to relinquish the part wanted for white occupancy and settlement.

They were instructed that if upon this investigation they found that the Indians have not a sufficient supply of timber elsewhere than in the mountain area to meet all their future wants, they should see that they retained a sufficient area of this mountain region affording good timber to supply them abundantly for all purposes. It was suggested to them that it would be well to insert a provision in the agreement for the survey of the new boundary lines and for payment of the necessary costs thereof, and that it would be desirable that any money the Indians might receive from the sale of their lands should be placed in the Treasury and be expended for them in some such way as was agreed upon in the agreement of 1887, rather than that it should be distributed

to them in cash, although a portion of it might, perhaps, be paid in cash to them with good results, but this matter was left for them to consider.

It will be observed that these two suggestions are embodied in the agreement—the first as to the survey of the boundary lines being provided for in Article VI, and the other as to the disposition of the moneys arising from the cession being provided for in Article II.

There is nothing contained in the report of the commissioners nor in the record of the proceedings of council accompanying the agreement from which to determine whether the timber and water privileges of the Indians have been impaired by this cession, but I have been informally assured by Mr. Pollock, the chairman of the commission, that the water rights of the Indians will not be in any way impaired by the cession, and that they have retained enough wood and water for their uses for all time.

In addition it will be observed that by Article I the Indians retain the right to get wood and timber from the ceded portions of the reservation, so long as it shall remain public land of the United States. I am, therefore, satisfied that in making this agreement the water and timber rights of the Indians have received the due consideration of the commissioners and have been preserved intact.

The tract ceded by the Indians is estimated to embrace, according to the report of the commission, about 800,000 acres of land. The consideration agreed on is $1,500,000, or a little less than $2 per acre.

It will be observed by an examination of the records of the proceedings of the councils held with the Indians at which this agreement was negotiated that they had an exaggerated idea of the value of the lands about to be surrendered, and that the price agreed on is just one-half of what the Indians desired for a smaller tract of country than that ceded. It is shown in fact that the commission had practically abandoned the idea of coming to any agreement with the Indians, on account of the exorbitant price claimed by them, and that the council had adjourned without date, when, after conference with the agent, the Indians changed their minds and asked the commissioners to meet them again in council, at which the agreement was concluded.

The agreement does not require any immediate appropriation, except such sum as may be necessary to pay half the expense of surveying the new boundary line provided for in Article VI thereof, as the agreement provides for the making of the first appropriation on account of consideration money on the expiration of the payments provided for in the agreement of 1887. These payments will expire with the fiscal year of 1898, when the first appropriation of $300,000 will have to be made and be available during the fiscal year of 1899.

It is thought by a wise expenditure of the moneys provided for in this agreement for the purposes therein mentioned, and of the balances that can be saved from the annual appropriations for the benefit of these Indians under the agreement of 1887, they can be assisted for about twelve years to come, by which time, it is to be hoped, they will have so advanced in industrial habits as to need very little, if any, further help from the Government.

As to the provision contained in Article V of this agreement, that no allotments of land shall be made during the existence of the agreement and thereafter until a majority of the male adult Indians shall request it in writing, I have to say that while I would oppose such an agreement as a matter of general policy, the situation and character of the Blackfeet Reservation, and the condition and education of the

Indians thereon, are such that I am inclined to believe that there is no serious objection to such an arrangement with respect to this reservation.

It is well known that very little, if any, of the Blackfeet Reservation can without great expense be made available for agricultural purposes, and that nearly all of the reservation is available for stock-raising purposes. It is also well known that, judging from the advancement made by the Indians in the past, it will be some years before they will be likely to have reached such a position in advancement toward the customs and habits of civilized life to make it expedient or advisable to extend to them the allotment policy of the Government, even if their lands were suitable for that purpose. I therefore see no objection to said Article V, as applying to the Blackfeet Reservation.

The other provisions of the agreement commend themselves, and I do not deem it necessary here to enter upon an extended discussion of them. I have therefore prepared in duplicate a draft of a bill to ratify the agreement to appropriate $2,500, or so much thereof as may be necessary, for the purpose of paying half the cost of surveying the new boundary line of the reservation established by Article I thereof, and as provided for in Article VI thereof, and to authorize the Secretary of the Interior to pay half of the cost of said survey from any appropriations available for the benefit of the Blackfeet Indians; and I have the honor to transmit the same herewith, with the recommendation that one part be transmitted to the Vice-President, to be laid before the Senate, and the other to be transmitted to the Speaker of the House of Representatives, to be laid before that body.

I also transmit herewith two copies of this report, two copies of the agreement, two copies of the record of proceedings of the council at which the agreement was negotiated, and two copies of the report of the commissioners, with the recommendation that one copy be forwarded to the Vice-President for the information of the Senate, and one copy forwarded to the Speaker for the information of the House of Representatives.

I have made no suggestions in the draft of a bill to ratify this agreement, herewith submitted, touching the disposition of the ceded portion of the reservation after the survey of the new boundary line, for the reason that I have thought that that is a matter for consideration by, and recommendation from, the Commissioner of the General Land Office.

The original agreement and the papers which accompanied it are retained in the files of this office.

Very respectfully, your obedient servant,

D. M. BROWNING, *Commissioner.*

The SECRETARY OF THE INTERIOR.

The COMMISSIONER OF INDIAN AFFAIRS.

SIR: The commissioners appointed under authority of the act of Congress approved March 2, 1895, to negotiate with the Fort Belknap and Blackfeet Indians for a surrender of certain portions of their respective reservations in the State of Montana, have the honor to submit the following report of their negotiations with the Indians on the Blackfeet Reservation:

The commission reached Blackfeet Reservation on August 30, 1895, and immediately called a council of the Indians for Monday, September 2.

We found the Indians considerably excited and holding what we believed to be exaggerated ideas of the value of their mountain lands for mineral purposes. When the council met, it was shown that the Indians desired that the commission should make a visit to that portion of the reservation whose sale was contemplated, to satisfy themselves, so far as possible, as to the existence of mineral there, and they were not ready at that time to hold any talk about the terms or conditions of the agreement for the sale of these lands.

We then visited the mountains, traveling over so much of that portion of the reservation as we could in the time we felt justified in devoting to this work, to ascertain the kind, character, and extent of mineral deposits, and also to determine where a line could be drawn which would leave outside the diminished reserve all mineral-bearing lands and would leave inside all grazing lands and so much of the timber lands as possible.

Upon our return to the agency we called another council for Friday, September 20. We held councils also on Saturday, 21st, and Monday, 23d. At the end of this last day it seemed impossible that any agreement would be arrived at. The Indians insisted strongly upon a much larger compensation than the commission felt authorized to agree to, and therefore the council adjourned without fixing a day for further meeting.

At 12 o'clock that night, however, the Indians notified the commission of their desire for a further talk, and accordingly we again met them on Wednesday, 25th. At that time the terms and conditions of an agreement were virtually decided upon, and on the next day an agreement drawn up in accordance with that decision was submitted to the Indians in open council and received their approval. The signing was proceeded with as rapidly as possible, and before our departure, on September 28, 306 Indians, out of a total male adult population of 381, had affixed their signatures to the agreement.

The land sold is all mountain land, practically of no value except for the mineral deposits, principally copper, which it is believed exist there. It was difficult to fix and describe a line separating the ceded lands from the reservation, but we believe the description given in Article I of the agreement, running as it does to natural monuments, can be readily ascertained and easily marked.

The land thus agreed to be sold has been only partially explored, and it is impossible to determine with any degree of accuracy the number of acres contained in the strip. It has been roughly estimated at 800,000 acres. We believe that it will run over that considerably.

The compensation agreed to be paid is but one-half the amount demanded by the Indians for an area considerably smaller. This money, as will be seen by reference to Article II of the agreement, is to be expended under the direction of the Secretary of the Interior for the same purposes and in the same manner as the money arising from the agreement concluded with these Indians in 1887, the payments under this agreement to begin at the expiration of the payments under the former.

The Indians expressed themselves as well satisfied with the former agreement, and asked that its terms and conditions be followed as nearly as possible in the present, which wish the commission endeavored to carry out.

This reservation is wholly unfit for agricultural pursuits, except the raising of hay and cattle. The Indians are fast realizing that they must sometime depend upon their own efforts for a livelihood, and that

to secure this they must look after and take care of their cattle. Cattle-raising can not be successfully prosecuted upon small tracts of land or individual allotments; and, upon the earnest request of the Indians, a provision was inserted in Article V of this agreement that no allotments of land should be made during the continuance of said agreement, nor thereafter until the Indians should request it, but that their whole reservation should be held as a communal grazing tract.

It was further provided that the line separating the ceded portion from the reservation should be surveyed and marked before the ceded lands should be declared open to occupancy by the whites.

The minutes of the several councils held will, we believe, explain fully the position taken by the Indians, and furnish the reasons for incorporating in the agreements the several provisions found there.

We were careful that the Indians should fully understand everything connected with these negotiations, and to that end secured the services of one person to interpret into the Indian language all that was said by the members of the commission, and another to interpret into English all that was said by the Indians. We also studiously avoided making any promise or saying anything that could be construed into a promise that something outside of what appears in the agreement would be done for the Indians.

Respectfully submitted.

WILLIAM C. POLLOCK.
GEO. BIRD GRINNELL.
WALTER M. CLEMENTS.

DECEMBER 14, 1895.

PROCEEDINGS OF COUNCILS OF THE COMMISSIONERS APPOINTED TO NEGOTIATE WITH BLACKFEET INDIANS.

In pursuance of notice given by Agent Steell, the Indians assembled on Monday, September 2, 1895, to the number of 200 or more.

It was found that the Indians desired the commission to visit the lands proposed to be ceded.

The only business transacted was the selection by the Indians of a committee consisting of four full bloods and four mixed bloods to accompany the commission on this trip.

The council then adjourned subject to the call of the commission.

The council met on September 20, 1895, pursuant to notice given by the agent.

The Indians asked for further time to consult among themselves and to select a committee of 35 to conduct the negotiations; whereupon the council was adjourned until the following day, September 21, at 10 o'clock.

Proceedings of the meetings of commissioners to the Blackfeet and Belknap Indians (Pollock, Grinnell, Clements), with a committee of thirty-five Indians and mixed bloods, chosen to represent the Piegans in preparing an agreement for the sale of certain lands on the Blackfeet Reservation to the United States Government.

BLACKFEET AGENCY, MONT., *September 21, 1895.*

Meeting held in hospital building.

Commissioner Pollock opened by saying: "We have met again according to arrangement yesterday, and I suppose you are ready to go on with the matter before you. You have been chosen to represent your tribe in this matter. Any agreement made by you must be known by a majority of the tribe, and any agreement that you may make must be signed by a majority of the male adults of your tribe. For that reason, I am glad so many are here to hear what will be said. If any men outside of your committee have anything to say, we will be glad to hear them. Any agreement which we make must be sent to Congress and ratified before it can be of any effect. We are now ready to hear what you have to say. We understand that you have agreed on what part you wish to sell; that lies entirely with you. We will be glad to suggest anything in the way of assisting you in this matter.

Commissioner GRINNELL. What I shall say to you will be simply to second Mr. Pollock's remarks. As Little Dog has said, "This is no small matter," and therefore we wish to bring to bear on it all the sense we can. I should like to see this room full of old and young men, so that any agreement made will be understood by all. As Mr. Pollock has said, "Anyone may express an opinion." It is well for us (the committee) to counsel, but a majority of the male adults must sign the agreement.

Mr. CLEMENTS. This is the first time it has been my privilege to be with you, on account of an accident which has kept me confined to my room for several weeks. I have suffered more or less pain. I simply wish to say that we want to deal fairly with the Indians; we are not here to drive a bargain. The Government simply desires to buy land that the Indians do not want, and will pay what it is worth. As you saw by instructions given us by the Department, it is our duty to deal perfectly fair with you and the Government. I wish to say for myself and colleagues that it is our desire so to do. I hope that when we have gone away you will be able to realize that we have discharged our duty, and we wish to leave here feeling that you are our friends. I thank you for your attention.

LITTLE DOG. The Indians did not ask the Government to come and buy their land, so we will be pleased to hear what you have to say.

Mr. POLLOCK. We do not know how much land you will sell, so would like to hear an expression from the Indians.

WHITE CALF. We Indians, in my mind, are nothing but common dogs. The Great Father took it into his head to break in these wild dogs and has done so. All these old men, when young, were not so well under hand as those who succeeded them. They made their living from the buffalo; that was all they had to depend upon. My eyes were long ago opened to the purposes of the Government. Wagons and harness were given us to use so that we might be more like the white men. We all belong to the Great Father, whether red or white men, and I think we should follow his counsel. These young and old men look no other way than along the trail pointed out by the Great Father. No other reservation has as valuable land as that which you came to buy. The Father of All knows this land. He is listening to what we say. The Father of All did not give the red man the opportunities to learn that the white man has had; he can not read and write as the white man can; he can not know the extent or value of land as the white man can. I do not have it in my mind to refuse the counsels of the Great Father, for it is to him that we look for assistance. I am glad to express my feeling, and I wish to hear what you have to say about the land. If a man wishes to buy a horse he goes to the owner and makes an offer; so we wish to have you make an offer for the land so that we may deliberate upon it.

THREE SUNS. At the last treaty the Government bought a large tract of land, and it has now sent you to buy more land. I wish not only to be benefited, but to have my children pleased by reason of the treaty that we are about to make. We will approach each other with caution. We are to sell some land that is of little use to us, and we want the price to be satisfactory to all—the full bloods and the mixed bloods. It is not for myself that I speak, but for the rising generation. If you wish to give a good price, we will be pleased. The responsibility rests on us, not on the rising generation. We have selected a few mixed bloods and whites to help us in matters that we do not understand. Mr. Conrad and Major Steell have been chosen, and you may talk with them.

Mr. Pollock then explained a map drawn by Surveyor Cartee, suggesting the land the commissioners thought proper to make an agreement about, which made the proposed dividing line to run from a point about 6 miles west of Two Medicine Bridge on the Great Northern Railway, in a direction a little west of north along the western shore of Two Medicine Lake, and on a little more westerly course between the Upper and Lower St. Mary's lakes to Chief Mountain; from there directly north to the Canadian line, thus throwing open all the land north of the railway between this proposed line and the main range of the Rockies. Mr. Pollock said to the Indians that he should prefer to see the boundary marked by rivers for the reason that it would not be so hard to define. His experience on other reservations had taught him that; furthermore, he would favor throwing the mountains open from the Canadian line to Birch Creek for the reason that as long as there is mineral land on the reservation there will be constant trouble with the white men. He continued: "The white men will come after mineral in spite of all that you and the Government can do. I say this that you may understand all that may come. We want to know if you will sell the land south of the railroad. It is for you to say, not us. As to the value of it, you have owned this land for many years, and you have been over it, and know what it is. We, the commissioners, except Mr. Grinnell, have not; so you know more of it than we."

WHITE CALF. I am very glad to see the action of the commission in treating with the Indians. You are disposed to be fair, unlike the commissioners in the last treaty. I am glad you have explained your feeling toward us. I don't think the Indians and yourselves should have any violent discussions. The Indians are and always have

been kindly disposed toward their white brothers. In my opinion, we should rest to-day and to-morrow, so that Mr. Cartee can go up to the mountains and make a line so as not to include any prairie land. It's a good thing to act deliberately in a matter of this kind, and not to conclude a treaty until we know where the line will run. We are glad that you do not wish to hurry us. When the news came that the Government wished to buy the land from us we looked around for men to represent us. Mr. Grinnell and Mr. Conrad are among them. They will help us in forming this treaty.

LITTLE BEAR CHIEF. My friends, I would like to speak a few words with you. I don't claim to be much of anybody, but when I was young the Great Spirit took pity on me for being a poor, ignorant man. I think, my relations, I would like to know for what purpose you are here. (Demands an answer.)

Mr. POLLOCK. The only further explanation I can give you is that the Indians should make some provisions for themselves when the present agreement expires. The Government is pleased at the progress of the Indians along the white man's road. They are still unable, however, to take care of themselves. Some are able to do so, but the most of them are not. You have a large tract of land which you can not use. The better plan is for the Government to buy this land, that you may be provided for when your treaty expires. You must do this or the Government will be obliged to support you, which thing, I believe, the Piegans do not wish. Some of the men in Montana want the mountain land thrown open to them. If an agreement can be made, so good. I think they will be disappointed in the value of it. This, however, is what we are here for.

LITTLE BEAR CHIEF. I understand that we are here to form a treaty, and what Little Bear Chief thinks is that we should proceed immediately to do so. I would like your careful attention to what I have to say, and would like to have you write it down. Ever since I have been a young man I have had only one tongue in my head. This can be proven by asking the men at the old agency, and Joe Kipp, the post trader. I can only tell one story; that's my only aim—to tell one story. I think that the object of your coming here can be performed in a peaceful manner. I favor telling you how much land we wish to sell and the price we have agreed to set upon it. These mountains that you can see belong to the Indians. The Indians have a right to express an opinion in regard to selling them. I think I am the leader of all the young men of my age. When I look over my shoulder I see many a one struggling along on foot, though some are mounted. I believe in helping those who are struggling so that all may go along together. I would like to have the treaty concluded on Monday.

I will tell you what I think the land is worth. The reason that I call you brothers is that we are all children of the Great Father. As you look around the room you will learn that the only faculties the Indians have are sight and speech; they are not learned like the white brother. There is no one among us who knows how much land there is in this strip of mountains. We would like to sell it in a lump, for a certain sum, as the Indian does in trading. I think this is the easiest way, not knowing how much land there is; this is my mind. I think we should make a plain line, so we would easily know the boundaries. At the last treaty between the Piegans and the Government the Indians wished the mixed bloods to be represented. They think they should be in this treaty. Since the last treaty many mixed bloods have come and claimed tribal rights. I consider them visitors, and don't know how long they will stay. Our cattle are increasing. It is against my mind to sell any of the grazing land on the reservation.

I don't want to sell any timber. We shall need it for building houses and other things and to burn. After I make my offer of what I wish to sell, I don't want you to say that you want more land. It is my privilege to say how much land I want to sell you. From Cut Bank north to the boundary line is what I wish to sell. When any young man goes out to kill game he will then know where the line is and can kill game for his family. Any price that we can agree upon will be satisfactory. The Government will soon realize all that it pays for the land. In the treaty of 1886 and 1887 I thought we were getting all the lands were worth, but we were not. It did not fill our needs. The Government has received back all it paid for the land, and will continue to derive profit from land it has bought and will profit by this treaty. In case we sell the land north of Cut Bank, I would ask $2,000,000. When the Government has important transactions to make it sends smart men—men with great heads—therefore, I suppose you are men of great sense. I think you will deal honorably with us, therefore I don't think we should ask for outside help.

If the treaty is made I should not like to pay out money for help to make the treaty. In my mind the man who is rich enough and claims to be a friend of the Indians should not ask for pay. We should not go off the reservation for help, as the fathers at the mission, Mr. Dutcher and Joe Kipp, will help us and not ask any pay. The money we received from the last treaty has been wasted in large salaries, or it would have lasted longer. The employees who are not in active service should

be discharged and there should be a rest. The farmers and surveyors are not needed in winter. If there are more Government ditches to be built there will be a loss of colts from mares working on the ditches. When the new cattle are issued the young men who work on the ditches can not look after them and they will be lost, being strange cattle. The Indians should be kept busy providing shelters for their cattle. Some of the cattle are weak. Many young men are kept busy getting goods for agency use. They should be allowed to fix up their cabins when they get through—some of them need chinking. Now, my relations, I am done talking. [Applause.]

LITTLE DOG. Two men have spoken—White Calf has not made his ideas known; Little Bear Chief has made a proposition. I should like to have the commissioners say which is right.

Mr. GRINNELL. That is for you to say. We do not wish to prejudice you. The line we have suggested will leave you plenty of timber for your uses. It is for you to say, however, whether it suits you or not.

The council adjourns until 4 o'clock p. m.

WHITE CALF. We have decided by council upon the amount of land that we will sell. I don't want the people to talk about anything but the sale of that land. We have had many councils and they have always ended in division. I wish you to unite and work together upon this question. I am the chief, and the smaller chiefs have always recognized me as such. A man that wants counsel always gets the best he can. Mr. Grinnell and Mr. Conrad have made no advances to us offering their services in this treaty. Mr. Grinnell knows of the time when we called upon him for help. Mr. Conrad was notified of the fact that these people wanted his assistance and remembers the time. He came here and was going away when the people insisted upon his remaining. It is known by everyone that we have called upon these men. All the men on the reservation work the best that they can digging ditches.

LITTLE DOG. Mr. Commissioners, I bid you greeting. You have been chosen for the purpose of making a treaty. I want to talk to you of this. I hope that you will give us something to be pleased about, and nothing that will make us trouble. It is plain that if the bargain is to be made someone must make it. I have little to say. We have decided to sell the land from Cut Bank to the boundary line, and we want to hear what you will give for that land.

Mr. POLLOCK. Before attempting to answer we would like to know how this decision was brought about. [He was told that those present had decided by vote in council.]

Mr. GRINNELL. Do you mean that the main fork from its head directly west should be the south line? [The Indians answer "Yes."] This change of the proposed southern line has been made rather suddenly and we would like to have time to consider it. We do not wish to do anything that will cause dissatisfaction on the part of the Indians. We want to have the line marked so that everyone will know where it is. The line talked of this morning can be easily distinguished, while a line through the mountains can not be easily marked. The Government will not pay so much for the land you name as for the land we have suggested. We are inclined to believe that it will be best to postpone the council until Monday, so you and we will have time to talk this matter over more fully. [The Indians agreed to this, and dismissed all but their committee.]

The time fixed for the next meeting was 10 o'clock Monday, September 23.

On Monday, September 23, it was impossible to get the Indians together until 2 o'clock in the afternoon, when the meeting was called to order by Mr. Pollock.

LITTLE DOG. I have a few words to say to you now. We will proceed with the treaty. I want to ask you a question first. At the last meeting we offered you the land north of Cut Bank for $2,000,000; now we want to know what you will give for the land north of the railroad to the boundary line.

Mr. POLLOCK. As we said before, Congress would not be willing to give $2,000,000 for the land north of Cut Bank. You ask too much for the land. We think it will be best for you to sell the land north from the railway, but that is for you to say.

LITTLE DOG. We do not want to sell the land north from Birch Creek, but think that we will sell the land north from the railway. We do not try to hide anything from you, therefore we think when we ask you to tell us what you will allow us for the land you ought to tell us. We do not go outside to come to any conclusion about this, and we don't think you should do so. It is best to decide now. I will sit down for awhile until you decide upon how much the land is worth, then I will continue my speech to you.

Mr. POLLOCK. We came out here not knowing anything about the land you wanted to sell, or the price you asked, but something about the needs of the Indians. We hope that you can make up your minds as to the value of the lands and the price you will take. We could then advise you as to the probability of Congress to allow the money to pay you for it. We are not acting for ourselves; if we were we would know better how to act. We must do what we believe Congress will approve. This being

true, we have decided to make a proposition offering the highest price we think will be allowed, and will not expect to raise the price, as we might do were we buying a horse for ourselves. We have consulted among ourselves, and have taken into consideration the needs of the Indians, and concluded to offer a larger amount of money than we believe the Government will ever realize from the land. We have decided to propose to pay for the lands north from the railway $1,000,000, and from Birch Creek north $1,250,000, if you wish to sell that much. The first proposition will give you, after the present treaty expires, $100,000 a year for ten years. The other will give you one-fourth more, or $125,000 yearly. We believe this will be ample to provide for you and allow you to build houses and improve your lands, and be better able to live without the assistance of the Government. We want you to remember that if you sell the land from Birch Creek that you will not be troubled to keep the white men off the reservation who may come to seek the mineral that is there. I fully agree with the agent, Major Steell, when he said that it would be impossible to keep the white man off that portion of the reservation; that it would take nearly the whole army to do so. We have made this proposition believing that it is more than the land is worth and knowing that we can not offer more. We want you to consider it well and decide as soon as you can upon the matter.

LITTLE DOG. We don't like the proposition that you have just made. I know that several kinds of mineral are produced in those mountains. We are of peaceful minds toward you and don't intend to have any violent debate. We have made a proposition to you.

Mr. POLLOCK. You have made no proposition on the land you are now talking of, north from the railway.

LITTLE DOG. I am about to make a proposition on that land and I think it will surprise you; make you faint and fall down. We don't want the Great Father to feed and clothe us all our lives. We ask for the land north from the railroad $3,000,000, so we will be able to maintain ourselves and care for our wives and children. There are many things in which the Great Father has cheated us. Therefore we ask $3,000,000 for that land. Those mountains will never disappear. We will see them as long as we live; our children will see them all their lives, and when we are all dead they will still be there. This money will not last forever. I knew that you would be afraid when I told you our price, so I will rest awhile and let you consider it, as we do not intend to retreat or go back. You must not forget that we have wives and children; it is for them that we ask this money. Those mountains will last forever; the money will not. I will now sit down and give you time to consider and to let us know the result of your decision.

Mr. POLLOCK. The commission has studied this matter carefully since coming here three weeks ago. There may be mineral. No one can tell whether it is in paying quantities or not. We have based our proposition on the fact that there may be. If there is no mineral, the Government will never get as much money from it as it pays. You have asked twice as much for this mountain land as you did for a larger tract of land upon which your cattle could graze. It is true that these mountains have always been there. They were there when your grandfathers lived. They never furnished you houses; never fed your cattle nor fed you and clothed you. I am glad to know that you think of your wives and children; but can you send them to these mountains to ask for food, clothing, wagons, and cattle? You must know that you can keep those mountains forever and not realize anything from them. It is true that the money you may get will be gone after a time, but in the meantime you will be getting clothing, blankets, cattle, wagons, food, etc. That money offers you all these things, while the mountains offer you nothing but snow and ice and rock. I leave it for you to choose which you will take.

LITTLE DOG. I have two things to tell you, then some others will talk. I know that you are trying now to say that the mountains are of no benefit to us. I know that they are of some benefit to us. It is a fact that when a small child places a value upon an article an older person will take pity and give it more than it asks. We want you to treat us in the same manner.

WHITE GRASS. My friends, while we shake hands, let us come to a peaceful understanding on this question. My friends, the people living all around have their eyes upon us and are watching our actions on the reservation. Little Dog's words are good. All he said I agree with. I will add a few words. When I heard that the Great Father was going to send a commission to treat with the Indians I was glad. I was not in favor of selling you a small piece of land; I want you to be suited with what we sell you. My friends, don't lay your heart aside. Open your heart and ears and eyes. We have tried to act as your friends since you came, and you should take pity on us, for we are poor and need your sympathy. It is well known that from the railroad to the boundary line there are three large veins of minerals through the mountains, running clear through. That is the reason Little Dog placed so large a price on them. All the Indians on the outskirts of the reservation are listening intently to what we are saying. You should give us what we ask. Of course this is a large sum and can not be easily raised. I conclude.

BULL SHOE. We should have no argument on this matter. We have given you the land you asked for (north from the railway). It is a large country. We have sold some land for which we did not get enough; for that reason we ask a large price for this land. The words of Little Dog and White Grass are my words. The valuation that they have named I agree to. Mr. Grinnell, take pity on us. Look at our wives and children; that is why we have put this price upon those mountains, so that we can live upon the money. That is all I have to say. I agree with the two speakers who have just spoken. Their words are my words also.

Mr. GRINNELL. Do any of you wish to say more?

LITTLE DOG. We are waiting for you to speak.

Mr. GRINNELL. We were waiting to see if any of you wished to say more. We want to see the Indians get as much as possible, but we do not want to make fools of them. You have asked three times as much as we think those mountains are worth. After we make a treaty and the papers are made out and signed by more than half of you they must go to Washington, to the Big Chief of all the Indians. Congress must then act upon them. If it is a good treaty, the papers are approved; if it is a bad treaty, they are not approved and are worthless. If we make an agreement with you we want it to stand. Suppose, now, we should agree to give you some large price for this land. It would make you happy for two or three months, but when the treaty was not approved by Congress you would find that we had been making fools of you. For many years I have known the Piegans, and many times when I am in the East I think of you and your little ones who are going to school. I want you to grow fat and rich and your children to be happy. I don't want to make fools of you. The price that we have offered you for the land north from the railroad will give you yearly for ten years after the present treaty expires two-thirds of what you are now getting, and if you want to sell from Birch Creek up it will give you more—almost as much as you are now getting. In that time you will get rich and your cattle will fill this reservation with fat herds. Otherwise, if you stick to your proposition, we will have to return to the East and you will have gained nothing.

The Great Father told us to come here and treat with you and then go to Belknap. If you don't want to trade with us, we must get on the train and go there. I hope you will not send us away, for we can help you. If you think you have enough for three years and then can look out for yourselves, that is for you to decide. You people have done so well in the last seven years, have become so rich, and have improved so much from being a savage people, that I want to see you go on and become self-sustaining. If you are helped for ten years more by another agreement, you will then not want any more help. You will be able to walk alone like the white man; the only difference will be the color of the skin. Try to think of these things carefully, and let us know whether we are to go or to stay.

HORACE CLARK. I think, Mr. Commissioners, that your offer has been made, and that the Indians should go and talk together about it. It is the way the whites do business when offers are made pro and con. This is a great bargain. They should go away and inquire of those who have knowledge of these things and arrive at some conclusion. It will do us no good to get up and talk and talk here. You can do better to go and talk among yourselves.

Mr. CLEMENTS. I do not desire to make any extended talk. I simply wish to say, as my colleagues have said, that when we offered $1,000,000 for the land north of the railroad, we were offering the limit—perhaps more than the land is worth. We would not have you go and counsel, thinking that any other amount would be satisfactory. We have canvassed this matter thoroughly. It is not our purpose or desire to take any advantage of you. We want to allow you every dollar that the land is worth. If this matter were viewed from a business standpoint by the Government, I think it would be considered a risky investment. As my colleagues have told you, the amount of money now coming to you from the present agreement will soon be gone—will be exhausted. This is a question of great importance to you, and you should consider it as such, from a business standpoint. If we go away without accomplishing anything, you will be in the same position you were before we came. It may be a long time before Congress will again make an effort to help you. It will be very hard to keep people out of the mountains if they think there is mineral in them.

It is therefore very important that you sell this land and get your money for it now. I would repeat and impress upon you the fact that we are not here to dicker with you or to drive a close bargain. When we make the proposition, offering $1,000,000 for the land north of the railroad, as Mr. Pollock has said, we believe it is really more than the Government will get out of the land. You will now see that the question for you to determine s, whether you will accept the amount we have offered. It would be useless for usto offer you more, for Congress would not ratify it if we did. Believing that you will take the matter into serious consideration, and believing that you will see that we are acting for your own good, I now leave the matter in your own hands.

LITTLE PLUME. I will not go out of the trail marked out by Little Dog. I will not

say that you are dealing unfairly with us, for I believe you do not wish to do so. The offer of Little Bear Chief, to sell you the mountains from Cut Bank to the boundary line, did not seem to suit you. That is the reason Little Dog made you another offer. I have no doubt that some of you have families. The way you look at providing for them is the way we look at this matter. That is the reason Little Dog has asked a large sum for the land we offer. You men have said that we will not get any benefit from the mountains. On your trip into the mountains we learned that you found some very rich rock. All of the young men who have come here to this treaty were chopping wood in the mountains and getting money for it. If we are hungry we go up to the mountains and get game. I will now rest, and we will consider.

WHITE CALF. I am in favor of resting. I see that we can not come to any agreement to-night. This is no small question, and needs much consideration. If we rest, some may change their minds. I am in favor of going away and counseling among ourselves.

THREE SUNS. When we make a treaty is when we put on our fine dress to meet one another. Little Dog has told you what part of the mountains we want to sell, and we are all willing to stand by him. You have said that the mountains are poor. No, they are rich. It is three years yet. I am watching those three years. The same as at the last treaty, we want to reserve a part of the mountains—as when a man is selling his horses, he keeps one for himself. Now, the Great Father is trying to take it from us. I am pleased, because the Great Father has sent you to buy some of our land. The Great Father is good, for he always wants us to advance. I know the Great Father has sent you here for an object, and I hope that object will be realized and that you will get what you ask from these people. The reason that we ask a large sum is because there are many women and many children going to school and needing to be provided for. That was Little Dog's reason for asking a large sum of money. For the sake of argument, we will reverse things. If the Great Father and yourselves were the same as ourselves, and you wanted to make a treaty with us, we would take pity on you and give you what you ask.

In the time since the last treaty many people have come to the reservation and filled it up and there are more to provide for than there were then. I have heard that there are a great many men outside of the reservation. Why is it that the Great Father has selected three such smart and good-looking men as yourselves? When a poor person owns a piece of land and sets a good price upon it it is no more than right that he should get what he asks. We have decided to-day to sell the mountains north of the railroad for $3,000,000, and ask you what you think of it. I think every person in the house should say what he thinks. No one man owns this land. All have something to say in this matter. It is useless for us to go away again and counsel together. We have set our price.

Mr. POLLOCK. We will be glad to hear what any other person in the room has to say.

RUNNING CRANE. It is good—the mission you have come upon. Our children have now deliberated upon it. I thought that we could settle the matter to-day. We were all very glad when you came, and knew for what purpose you were coming. I think we should have no extended discussion. You should tell us what you think of the $3,000,000 offer. Take it under your consideration so we can understand it before we go home.

Mr. POLLOCK. We can not consider your proposition.

MIDDLE CALF. I want to point out one thing to you. You bought one mountain (the Sweet Grass Hills) from us in the last treaty. It is not all gone yet. The Government is still getting money from it. This mountain you are going to buy is worth more than the other, and I don't think $1,000,000 is enough for it. We want to make one another happy, so we ask $3,000,000 for it. You ought to take it carefully under your consideration. We will not recede from our $3,000,000 offer. We will be very glad after you go away if you will give us this. Our children will wake up with a happy mind after thinking of what you have done. We will not regret selling it if you give us $3,000,000 for it.

FOUR HORNS. There is something that is worth money in the mountains. The metal that is in your watch chains is good without doubt. The same kind of metal is to be found in the mountains. I think the fault will be with you three men if a treaty is not made. I think you have placed too small a price upon the mountain. The watches you have in your pockets cost many dollars. The same kind of metal that they are made of is in those mountains. I refer to your jewelry as valuable articles. The same kind of metals are to be found in the mountains. We have no other lands to go to; therefore we ask a good price for this mountain land. If you should not happen to have any money in your pockets and should go down the road toward Blackfoot you would be troubled to know how you would get your next meal or a pipeful of tobacco. You ought to think carefully of this matter. You came to buy these mountains and should consider it carefully. The proposition you have

made for the mountains down to Birch Creek would leave us very little land the way the line would run. I don't believe the Indians will deviate from their proposition or price. Don't take this in an unfriendly way. It is your fault if you don't make a treaty; not mine. When the last commission came here they did not go into the country to see what they were going to buy. Two of you went into the mountains and saw the rock. Now you have set too small a price on them. I think the reason you have set so small a price is that you are ashamed of the Great Father. I think it lies with you, and you should wire to the Great Father and see if he will give our price. Don't take this in an unfriendly spirit.

WHITE CALF. This is the chief mountain in the country, and we now offer you it from the railroad to the boundary line. You think it is a small country from Cut Bank to the line. You can see the two points at once. The railroad is the natural boundary, and it is from there that we now offer you. There are a great many white people with money, and there are all kinds of metal in the mountains, the same as are in the money. I have told my children that we would ask $3,000,000 for these mountains. All that we have said upon this subject we will always say, and we will not change. Our Great Father will never be all gone. The mountains will never disappear. All people will get benefit from the mountains on both sides. When you first came I gave you the land north from the railroad to the boundary line. I have been among the mountains, and everything the white man can get benefit from is there. What I have told you is the truth. All the white men will get benefit from them. They all know it is rich; that all that is wealth is to be found in them. I think that everyone on the reservation will want the price we have asked. If you want to counsel among yourselves, remember that what I and my friends have said is not to be changed. If you came to buy this land you should not go away without paying for it. We have given what you asked for. What we have now said is not to be changed. I now repeat it. Mr. Grinnell, I have given you those mountains and you will now argue among yourselves whether you will take them or not.

RUNNING RABBIT. Just as soon as I heard you were coming I was glad. I thought at that time we would come to some agreement. All the people do not like to sell the mountains, but you have come a long way, and we have given them to you. I don't think when we want to sell anything that we want half price for it. It is a fact that when a person sells anything to another the one who sells feels good. I do not think when a person comes to buy anything he should go away without buying it. If it were not that there is plenty of money in the mountains I should not ask so much for them, but I went up there and saw this metal, and consequently I want a good price. When you get into the mountains to buy them for the Great Father, who has instructed you to pay a certain sum, even if you should exceed your authority by paying more, still when you go back he will feel good. We shall all die and go away, but there are plenty of young men to take our places. It is true that if a party comes to buy anything and goes away without buying it he feels ashamed of himself. Mr. Grinnell is a friend to us, and he will feel ashamed if he does not buy this land. We ask a large sum, but it is because we want to provide for our children. This is all I have to say.

MAD WOLF. The whites are swarming into this country, and they have selected Mr. Pollock, Mr. Grinnell, and Mr. Clements to come and buy this land and to please the people who have sent you and the people whom you buy from. I think when you leave here you will not leave these people disappointed. I repeat that we ask $3,000,000 for the land. Our mixed bloods have said the same. We will not ask more nor will we ask less. We have given our price. There are three men who look after the affairs of this reservation, and they will attend to it. I think it is right to take what we buy along with us. There is some man who would like to see me have a good time in the future, but now he thinks I should go back. God put the right of purchase on earth; that is the reason we are here. We all say—those who have come in from the country and all that are here—that we want $3,000,000. Now, you are going to decide what you will do. That is all.

JOHN MILLER. The Great Father always gets more money from the land than he pays for it. In this treaty he will get more money than he did from the land in the last treaty. I have nothing more to say. We will not change from what we have said. You have been in the mountains and know the value of them. I have been here ten years and have not been through the mountains.

MOUNTAIN CHIEF. I would like to have you pity me. The land is very good. These people are very kind; they are very good. They are whole souled. When I see anyone coming to represent the Great Father I recognize him as my benefactor. I had it in my mind when this commission came here to give them no cause for regret; to give them the object of their visit; to sell you a large portion; what you wanted. I was thinking that when these people came here to buy land they would give a good price. If this commission pays a large price we will laugh out loud with joy. We will know that it is enough to provide for our children. I don't think to take a step further than to provide for them. We will not change from the price set. The dif-

ferent tribes have one Great Father, but the Great Father has one tribe that he thinks more of than the rest. He loves the Piegans. I know that the Great Father is providing for us, so I will not say no when he comes here to buy land, but will give him what he asks for. In two years the Great Father will get more than $3,000,000 from these mountains.

CURLY BEAR. We promised to meet here at 2 o'clock so we could conclude this treaty. I thought we had really started in when we shook hands. When we were at the old agency we received word from the Government asking us if we would consider favorably a proposition to buy the mountains north from the railroad. We answered that we would. It is a great matter selling land to the Government. The reason we ask a good price for it is that we have seen the mountains and know that they contain great wealth. There is no end to the Great Father. There is no end to the mountains. The mountains will stand longer than the Great Father. Our children and our children's children will get money from them. You know that the Great Father will get great wealth from them. Two of you have been up there and seen it. You have taken some of it away with you. It is true that when we don't see an article we will not give so much for it. I honestly believe those mountains are rich. The reason that I ask a large sum is that the Great Father will get great benefit from them. I don't think we should sell this mountain strip for a small sum, or a larger strip than we have agreed upon. All the young people who are now growing up are in our minds.

You will agree with me that the Great Father should give them enough for the future, so you should give us enough now. That is the reason we sell, to provide for our children. You are trying to get this land for a small sum. The Great Father will have to provide for the Indians after awhile. I know that this land belongs to us. We will not sell any grazing land, as our cattle feed upon it. We will not sell the timber, as we use it. The people who are in this house and all the others are glad the treaty is to be made. We have set the price at $3,000,000 and will stick to it. What the judges have said I now say. The mixed bloods and the whites married to the Indian women are glad we have asked $3,000,000. We have come to a conclusion in the matter, and it now rests with you. You are making trouble for yourselves. You will be the means of our having a long debate upon the subject. If you find that you are not able to come to a conclusion you may go home. We are glad that you are here, and will be glad if you can come to a conclusion on this treaty. If you say that you are in a hurry, we will say that we did not send for you. Try to change your minds before morning. Come to a conclusion among yourselves. When you go home you will change your minds and be sorry. I will be glad if you will conclude. It may be very lonesome to hear that you wanted to give us only $1,000,000. That is all.

LITTLE BEAR CHIEF. When I heard that there was to be a treaty I thought I would not come. These men urged me to come. They did everything—begged me to come. I will say but little. Before I came I could see that there would be trouble ahead. I don't think you are the cause of it. It is because a snake has crawled into our councils, and I saw that it would take a long time to make our treaty. When the majority decided to sell the land north from Cut Bank, it set very heavy. To-morrow I will go home, and if the Great Father wants to know how the majority came to the conclusion first in regard to the land north from Cut Bank and how they changed, let him come to me and find out. The way they talk to-day makes me think of a lot of hounds tearing at one another.

TEARING LODGE. I have a very good opinion of you as men who have been sent here to make a treaty. You have come a long way to visit these people and the object of your visit is now before you. All the commissioners who have come before have got poor land, but this land that you came to get is good land. Ever since I was a little boy I have had good judgment, and I know this land is valuable. It looks as if the trouble is with you. We have given you the land you ask for and set a price on it. The trouble is with you. I thought the land was very valuable. I thought the conclusion you would come to could not be disgraceful to both parties. If a person wants a piece of land and don't pay the price for it, he don't get it. If you would offer me your coat for 50 cents I would not take it, for I know that it is worth more. For a long time the Great Father had the advantage of us in buying lands, but now we know the value of it. I know you will be to blame for your trouble. You have brought it upon yourselves. It would be a good thing to make a treaty, so we can all go home. I don't see why you don't take more interest in these proceedings. It does not look as if you came here to buy land.

We have given you what you asked for, and you ought to pay us our price. If you owned a fine horse and set a good price on him, I would buy him if it was more than he was worth if I wanted him. Of all the land the Government has bought, this that you have come to buy is the most valuable. You had better buy it, and go away happy. Every Indian and mixed blood and white man knows of your coming, and will laugh at you if you go away without buying. You can say that you went

hunting and saw a lot of mines. My relations think that it will be a bad thing for you to go away without buying. The people will wonder if you are crazy or not. Last fall the Government sent a paper asking if we would sell the lands north of the railroad to the boundary line. There is one little bunch of hills the Government bought, and the people have done well upon it. Three million dollars is the price we ought to agree upon, and be satisfied. Every Indian, mixed blood, woman, and child would like to sell the land if they can get a good price for it. The papers that these men are now writing will be read by everyone, and I wonder how they will feel about it if you do not conclude a treaty. I think there are some words in it that the white men will think are very good. But the worst is the $1,000,000 you offer, and that they will see. The land is rich, and you want to set a small price upon it. I am now done talking. You must agree among yourselves.

DOUBLE RUNNER. Little Dog has set a price of $3,000,000 on this land and I will not take less.

YELLOW WOLF. I am glad of the price of $3,000,000 and will stick by it.

WOLF TAIL. We have heard that commissioners were coming from the Great Father, and thought they would be smart men. They have come. They made a proposition and I thought it was fair. You wanted to see if there was mineral in the mountains. If there was you wanted to buy the land; if there was not you did not want to buy it. I had been there before and seen it and could not believe it. I went up with you. You looked at it and said it was money. I could hardly believe it. You picked it up with your hand and said, "It is a good thing." I thought to myself, the Great Father is looking at it. When I looked at it I thought the men, women, and children would get great benefit from it, for it was gold. When I saw it I did not believe it was money, but when you picked it up you said it was money. I knew at the same time the Great Father was looking at it.

You should be well pleased with your trip. You got bear skins and goat skins. You did not (referring to Mr. Clements), but you got a skin sent to you. I guess the Great Father has got the skins you sent him by this time. These things you got are as good as money. I thought we would not have to talk long. If we possess anything we set a good price on it and are stingy about selling it. When we want to buy we ought to do so without haggling about it. If we do we will ridicule one another. I don't think we should hang out so long. We are very poor and you should not wait upon paying $3,000,000. If a person agrees to a price it is satisfactory to both parties. That is my opinion upon it. The Great Father will be glad to have it, and will know if you refuse to take it. When I was with you I felt like a brother to you. We are poor. You have come to buy land. We give you what you wanted. It will not break the Great Father to pay what we ask for it. It is not right if we offer it to you and you refuse to take it. The Great Father will know about it. That is my opinion. Open your ears, and give us the $3,000,000 and we will all be happy.

BULL CALF. I think you men are going to shake your heads about this land and say no. Not long ago we offered you land for $2,000,000. Now we offer more land and ask more money. I would like to know what kind of land you want. I thought when we offered the mountains from the railroad north you would be glad, and take it at once. The offer of $3,000,000 seems to me no more than 5 cents. If I get $3,000,000 for it I shall be happy. You should be glad of the opportunity to buy the land. You have seen but a little of it. You have not seen all of the land. It makes me glad when I can pull trout out of the mountain streams. I think you should not argue about the land, but take it and pay us the $3,000,000.

Mr. GRINNELL. It is getting late and I wish to say a few words before we adjourn. It has been a long time since I first saw the Piegans. My hair is getting gray, like Running Crane's and White Calf's. I am getting old like you. In all this time I have never told you anything but the truth. If I should tell you that I believed Congress would allow $3,000,000 for the land I would begin to tell lies to you. I don't believe they will agree to $1,500,000, let alone $3,000,000. I don't believe they will agree to more than $1,000,000 from the railroad north to the boundary line. Now, in the last treaty you sold not only the Sweet Grass Hills, but a very large tract of land besides. Almost all your old men were at the treaty, and you know that you got $1,500,000. Now, in this treaty we will give you $1,000,000 and leave you all the wood you need and take only the rocky ridges. You talk of the revenue the Government will get from this purchase.

If you think the Government will make money by selling this land, you can let the Government take the land and sell it for you and give you the money. The Secretary of the Interior wrote to me some time ago and asked me to try to get you to let the Government sell the land for you. I wrote back that I did not think it would be good for the Indians. I said I do not think it is best. If it were all good land the white man would buy it and settle upon it, but it is not all good land, and when they look it over and learn that it is mostly poor land they will go away, and the Indians will get nothing. You had better pay them the money. The Indian will

then know what he has got. If you people would rather have the Government sell the land for you, you may say so, but I don't think it would be as good for you as the other way. I wish to arrange things so it will be best for the people. However, if you desire this, I think we can make the arrangement. I think you will do better to take the $1,000,000. Think this over and see how you feel. I want to arrange it and the commissioners want to arrange it, so everything will be satisfactory. We are here to do the best thing.

Mr. HORACE CLARK. If the Secretary of the Interior will allow that, why can he not allow us to go ahead and develop these lands ourselves? If he could do that we would gladly develop them and show them up so they would be salable.

Mr. GRINNELL. I think it can not be done under the present laws. New laws would have to be made by Congress. The Secretary has not that power now.

Mr. CLARK. I know there are fine top showings in copper, silver, and gold. We would gladly develop them.

Mr. GRINNELL. It can not be done now.

Mr. POLLOCK. I had hoped when we got together that we could come closer together. I thought later on that we would have to leave to-morrow, but have concluded to meet you to-morrow at 10 o'clock, and I hope you will come to some definite conclusion. As Mr. Grinnell has said, it will do you an injury to agree to your proposition. We would be glad to do so if we thought Congress would ratify it, but we feel certain that it will not. I repeat that we would gladly do so if it would do any good. To do so would make us and you the laughingstock of the whole country. We will be sorry to go away without making an agreement with you, but would rather make one that would be more acceptable to Congress. We have the kindliest feelings toward the Piegans, and you should not blame us for not meeting your proposition and making a treaty when you know it would be useless. We hope to begin promptly.

LITTLE DOG. For what object shall we meet again?

Mr. POLLOCK. Some have not spoken, and then we want to give you another chance to talk this matter over.

LITTLE DOG. We had better come together now and save another meeting. We can then go home. You have named your price and we have named ours. We will never recede. We can not agree. Why meet again, then? You will blame us in this matter.

Mr. GRINNELL. No; we don't blame anyone.

Mr. POLLOCK. We will have the most kindly feeling for the Piegans. We don't blame you if you don't want to take what we offer. It is your land and your privilege to refuse. On the other hand, you can not blame us if we can not give what you ask. It would be of no use. I have been pleased to meet you and become acquainted with you. When I go back to Washington, and am busy with the affairs of all the Indians I shall now know who the Piegans are. I will have a better feeling toward you then, and will think about you more. I am sorry we could not agree, as I think it would be better for you to get this money to help you care for your little ones; but we can not help it. We would willingly stay longer, but do not wish to urge you or force you to sell. The land is yours.

(Little Dog said they could not agree, and there was no use having another meeting, so dismissed all the Indians.)

WEDNESDAY, *September 25, 1895.*

Mr. POLLOCK. When we parted on Monday evening it looked very bad for both sides, but we were very glad to learn last evening that we were to have further talk together. You have consulted among yourselves and with your friends, and have determined upon some plan. We are glad to meet you again, and hope that things will pass off as smoothly as before, and that something may be done.

WHITE CALF. Our father, Major Steell, our friend, Joe Kipp, and the butcher, Joe Cook, are the ones that have led us to take a new view of this treaty. They went in and talked with Major Steell on the matter. Then they sent for some of us and told us of a plan that we could all agree upon. Little Plume, Tail Feathers, Curly Bear, and Eagle Ribs were the four men that went to Major Steell. He told them of the folly of our proceedings. These men that he spoke to saw that he was right. The major said he would like to see more of us and talk with us. The next talk we had there were many of us. We looked at it like this: That he, like the Great Father, was counseling for our good. Our father here (the agent) is the same as the Great Father, and when he talks it is the same as when the Great Father talks. I don't think I am able to go ahead of the agent; when he says anything it is for our good. All of the people heard of this and are glad to take the advice of the agent. The other night when I shook hands with you it was because my heart was glad. All the people will see the result now. The news of this treaty will scatter all over the land. You are my relations. [Shakes hands with the commissioners.]

Chief Mountain is my head. Now my head is cut off. The mountains have been my last refuge. We have been driven here and now we are settled. From Birch Creek to the boundary line is what I now give you. I want the timber because in the future my children will need it. I also want all the grazing land. I would like to have the right to hunt game and fish in the mountains. The first treaty this people made with the Great Father was what was known as the Stevens treaty. That was the first. That was the time we gave the Judith country to the Great Father. Afterwards, we made another treaty on Badger Creek. We made a good treaty then, but we were blind. Our father, Mr. Steell, was not here at the last treaty. Mr. Baldwin, whom our friend, Mr. Grinnell, has removed, was there at the time. When Major Steell came here he began to make us rich. Now, at the present time, we are not rich, but we have a few of the things that the white man uses. The reason I say we are not rich is because our houses are not in good condition. Major Steell will see about getting them fixed up from now on. Now, we will sell you the mountain portion of our land and we will make a good treaty, but in the future we don't want our Great Father to ask for anything more. We don't want our land allotted.

These words that I have spoken are not my words only, but are the words of all that are here. They think as I do. Our mixed bloods are a part of ourselves. We have the same blood in our veins. The Great Spirit has divided the people up. You whites came across the great water; we always lived here; this is our land. I desire that the mixed bloods should be provided for, for they are a part of this people. We have a great many cattle and some horses, so we want to retain the grazing land for them to feed upon. That is the reason I am speaking to you. I am speaking for my people. I know it is the sentiment of them all that we keep the grazing lands. They have taken up locations all over the reservation. All the different tribes of Indians were of the same blood. The only difference was that they did not speak the same language. I told our Indians to come to this part. This is our land. There are many children now going to school. There are many mixed bloods in this room; there are many that have come here since the last treaty; there is no end to civilizing our children now. They are all going to school and receiving an education, and we will not have a stop put to it. Our little children are the ones that will get the benefit from these lands. Every one now assembled here, and those who have not come to-day, are willing to sell you the mountain portion of the reservation. We had that all settled yesterday. When we agreed to it all said it was good, and there was great applause. [Shakes hands with the commissioners.] We hope you will agree with us so we can finish the treaty. We will sell you the mountain lands from Birch Creek to the boundary line, reserving the timber and grazing lands, for one and a half million. [Applause.] I shake hands with you because we have come to an agreement, but if you come for any more land we will have to send you away.

THREE SUNS. Our father, Major Steell, has said that he will take care of us and look out for us. It is true that if there is anthing wrong, he will stop it. We have agreed to sell the mountains. At first I did not like it, but I have agreed to sell them for one million and a half dollars. We will only sell the mountain part of the reservation. The prairie land that we have we will retain. For our children we need it, and it will soon be filled by them and mixed-bloods. Our Great Father has sent Major Steell here to represent him, and he will do what is right and we will do what is right. All the good we have came from the Great Father. He brought it, and we have received good. We have met these men long ago—Al. Hamilton, Major Steell, and Charles Conrad. They sold us goods years ago, and we know them well. That is the reason we have called upon these men to help us. Major Steell has given us advice. Sometimes we go too fast, and we have called upon him, so that we may go carefully. We are all glad that this treaty is going to be made.

BIG BRAVE. What these two old men have said I repeat. I raise my hand for every man, woman, and child on this reservation. What I say they say. I raise my hand to say that we want to hunt game, fish, and cut timber in these mountains. I hope we will have no more talk with the commissioners for fifty years. [Great applause.] I repeat that I will not have my land allotted.

WHITE GRASS. We have agreed to make a treaty, and I think we will go ahead and not have a long talk.

Mr. POLLOCK. My friends, your agent informed us of a meeting you had and of the proposition you agreed upon, and we have been thinking of it ever since. We have decided to accept the terms that you proposed and to sign an agreement with you for $1,500,000, the terms to be the same as in the last treaty, the money to be paid in ten yearly installments of $150,000 each, commencing at the end of the present treaty. This will carry matters along and give you for the next thirteen years what you have been getting for the last seven years. We have also been working yesterday and last night on a form of agreement. We have written out, not knowing what you have mentioned as regards your wishes, and included all the points you have

made. I think it is just what you want and can agree to. It seems that after we have agreed upon the quantity of land and the price that we all agreed in common upon the other things. We will read it now, and want you to let us know what you think of it.

(Each article was then read separately and the Indians agreed to them.)

Major Steell asks that the time for surveying the division line be stipulated. This was done.

Mr. POLLOCK. We have endeavored to cover all points; if there are others that you may think of we will be glad to consider them.

Mr. CONRAD. Has anything been said about interest on deferred payments?

Mr. POLLOCK. We have that to consider yet.

Mr. CONRAD (to interpreter). You might say to the Indians that it is nothing more than right that they should get interest on their money from the time the treaty goes into effect until the money is paid.

Mr. POLLOCK. I did not understand you. I referred to surplusses that might accrue from year to year. We considered that in allowing the $250,000 more than we had offered would take the place of interest.

Mr. CONRAD. I did not so understand it. At 3 per cent on money that will be due the Indians will amount to over $250,000, and I think they should have it. I should not, as a business man, make this treaty without asking interest, unless it was considered in the price asked. No business man would do so. [To the Indians.] I want you to consider well before signing this treaty. Thus far it is very good, but you should get interest. [Great applause.] You have asked me to come and help you, to give you advice, and I want to do the same for you that I want any white man to do for me under like circumstances. The commission is disposed to deal fairly with you, but you must look out for your own interests. It is your right to do so.

Council adjourned until 4 o'clock p. m.

WEDNESDAY, *September 25, 1895—4 o'clock p. m.*

Mr. POLLOCK. Since the adjournment we have been in council, and concluded to make a change to this effect: We will make the payment for the first year $300,000 instead of $150,000. The balance of the $1,500,000 will be paid in annual payments of $150,000 each. Out of these payments all will be expended that is needed by the tribe. The balance will go into the Treasury to your credit, and draw interest at 4 per cent per annum. All money coming to you that is not expended by you for your needs will go into the Treasury and draw interest at 4 per cent per annum. And this money that is put into the Treasury, and the interest on the same, is to be expended by you after the treaty expires for the same purposes and in the same way as treaty money. Now there is about $70,000 already accumulated under your present treaty. There will be some more accumulating; I can't tell how much. All this is to be put into the Treasury and to draw interest the same as the other. This, it is thought, will give you enough to carry you three or four years longer.

Major STEELL. I have been in council with the commissioners, and we have arrived at this conclusion. I think this will be a good thing for the Indians. We have had a hard time to get the commissioners to come to this agreement.

Mr. CONRAD. Ever since dinner Major Steell, the Fathers, Joe Kipp, and myself have been talking with the commissioners. They have met us halfway, and I think it is to the interest of you Indians to sign the treaty with the changes made.

(All the Indians say it is good.)

Mr. POLLOCK. If nothing further is to be said, you can begin signing the treaty at 10 o'clock to-morrow. We would like to have every Indian and mixed blood put his name upon that paper. We look to you to get every man who is of age here. After this meeting the police should be sent out all over the reservation to bring them in. If they don't get here to-morrow they will have a chance to sign the next day. We will now adjourn and go and get the paper ready so you can sign it.

THURSDAY, *September 26, 1895—10 a. m.*

Mr. POLLOCK. Since our meeting yesterday we have had the agreement put into typewriting. There was one matter called to our attention, which was not mentioned in our council yesterday. That was in regard to canals and irrigating ditches, if they should be needed. We have included it in the same article with railways and telegraph lines. Mr. Conrad will make further explanation.

Mr. CONRAD. In case the Government sees fit to build ditches or canals across the reservation men will be employed and paid the same as when railroads are built. I think it would be a good thing if this canal was built. You might want the water in different places on the reservation where this ditch runs. This is canal running

from St. Marys Lake across to Milk River that I refer to especially. Now, I think you all understand pretty well what is meant.

Mr. POLLOCK. Mr. Grinnell will now read the agreement as written. Mr. Simonds will interpret, and Mr. Perin, another interpreter, will hold a copy and look it over as we read, so that you will know that it is all right.

Mr. GRINNELL. The paper I will now read to you is the one you are all to sign, and it will go to Washington to be referred to and ratified by Congress. If any matters come up at any time that are not fully understood you must ask for explanation. What I read is just what we have put down and what you agreed to yesterday, with the addition to the clause mentioned in the article pertaining to railways and telegraph lines. We have added canals and ditches. You all heard it read yesterday, but you ought to listen carefully so you will know what you are going to sign. [Reads the agreement in full.] I would like to know now whether you all understand it. [The Indians answer "Yes."] I would like to know whether you think it good and whether you are ready to sign. [All the Indians answer "Yes."]

The three commissioners then signed the treaty, followed by the Indians, who did likewise.

Agreement concluded September 26, 1895, with the Indians of the Blackfeet Reservation, in Montana, by William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners.

This agreement, made and entered into the 26th day of September, A. D. 1895, by and between William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners, on the part of the United States, and the undersigned Indians, both full bloods and mixed bloods, residing upon and attached to the Blackfeet Indian Reservation, in the State of Montana, the same constituting a majority of the male adult Indians belonging upon said reservation, both full bloods and mixed bloods, the latter's rights to participate in all business proceedings of said tribe, and to share in all benefits accruing to said tribes, from a sale of land or otherwise being hereby recognized as equal to the full bloods, witnesseth that:

ARTICLE I.

For and in consideration of the sums to be paid and the obligations assumed upon the part of the United States, as hereinafter set forth, said Indians of the Blackfeet Reservation hereby convey, relinquish, and release to the United States, all their right, title, and interest in and to that portion of their present reservation, in the State of Montana, lying and being west of the following-described line, to wit:

Beginning at a point on the northern boundary of the reservation, due north from the summit of Chief Mountain, and running thence south to said summit; thence in a straight line to the most northeasterly point of Flat Top Crag; thence to the most westerly of the mouths of Divide Creek; thence up said creek to a point where a line drawn from the said northeasterly point of Flat Top Crag to the summit of Divide Mountain intersects Divide Creek; thence to the summit of Divide Mountain; thence in a straight line to the western extremity of the lower Two Medicine Lake; thence in a straight line to a point on the southern line of the right of way of the Great Northern Railway Company, four miles west of the western end of the railway bridge across the north fork of the Two Medicine River; thence in a straight line to the summit of Heart Butte, and thence due south to the southern line of the present reservation. Provided, that said Indians shall have, and do hereby reserve to themselves, the right to go upon any portion of the lands hereby conveyed, so long as the same shall remain public lands of the United States, and to cut and remove therefrom wood and timber for agency and school purposes and for their personal uses—for houses, fences, and all other domestic purposes; and provided further, that the said Indians hereby reserve and retain the right to hunt upon said lands and to fish in the streams thereof, so long as the same shall remain public lands of the United States, under and in accordance with the provisions of the game and fish laws of the State of Montana.

ARTICLE II.

For and in consideration of the conveyance, cession, and relinquishment hereinbefore made, the United States hereby covenants and agrees to advance and expend, during the period of ten years, beginning from and after the expiration of the payments provided for in the agreement made between the parties hereto on the eleventh day of February, A. D. eighteen hundred and eighty-seven, and ratified by Congress on the first day of May, A. D. eighteen hundred and eighty-eight, under the direction of the Secretary of the Interior, for the Indians, both full bloods and mixed

bloods now attached to and receiving rations and annuities at the Blackfeet Agency, and all who shall hereafter be declared by the tribes located upon said reservation, with the approval of the Secretary of the Interior, entitled to membership in those tribes, the sum of one million five hundred thousand ($1,500,000.00) dollars.

It is agreed that said money shall be paid as follows: The first year after the expiration of payments under the agreement of eighteen hundred and eighty-seven (1887), three hundred thousand ($300,000.00) dollars, one-half of which shall be deposited in the United States Treasury and bear interest at four per centum per annum, and one-half, or so much thereof as shall be necessary, shall be expended as hereinafter provided; and annually thereafter for eight years the sum of one hundred and fifty thousand ($150,000.00) dollars, provided that any surplus accumulated under and remaining at the expiration of the agreement of 1887, and any surplus that may remain from any annual payment provided for herein, shall also be placed in the United States Treasury to the credit of said Indians, and shall bear interest at the rate of four per centum per annum. Such sums, or so much thereof as may be necessary in any one year, shall be expended in the purchase of cows, bulls, and other live stock, goods, clothing, subsistence, agricultural implements, in providing employees, in the education of Indian children, in procuring medicine and medical attendance, in the care and support of the aged, sick, and infirm, and of helpless orphans, in the erection and keeping in repair of such new agency and school buildings, mills, blacksmith, carpenter, and wagon shops as may be necessary in assisting the Indians to build and keep in repair their houses, inclose and irrigate their farms, and in such other ways as may best promote their civilization and improvement.

ARTICLE III.

It is agreed that in the employment of all agency and school employees preference in all cases be given to Indians residing on the reservation who are well qualified for such positions; and that all cattle issued to said Indians for stock-raising purposes, and their progeny, shall bear the brand of the Indian Department, and shall not be sold, exchanged, or slaughtered, except by the consent of the agent in charge, until such time as this restriction shall be removed by the Commissioner of Indian Affairs.

ARTICLE IV.

In order to encourage habits of industry and to reward labor, it is further understood and agreed that, in the giving out or distribution of cattle or other stock, goods, clothing, subsistence, and agricultural implements, as provided in Article II, preference shall be given to Indians who endeavor, by honest labor, to support themselves, and especially to those who in good faith undertake the cultivation of the soil and engage in pastoral pursuits as a means of obtaining a livelihood, and the distribution of these benefits shall be made from time to time in such manner as shall best promote the objects specified.

ARTICLE V.

Since the situation of the Blackfeet Reservation renders it wholly unfit for agriculture, and since these Indians have shown within the past four years that they can successfully raise horned cattle, and there is every probability that they will become self-supporting by attention to this industry, it is agreed that during the existence of this agreement no allotments of land in severalty shall be made to them, but that this whole reservation shall continue to be held by these Indians as a communal grazing tract, upon which their herds may feed undisturbed; and that after the expiration of this agreement the lands shall continue to be so held until such time as a majority of the adult males of the tribe shall request in writing that allotment in severalty shall be made of their lands: Provided, that any member of the tribe may, with the approval of the agent in charge, fence in such area of land as he and the members of his family would be entitled to under the allotment act, and may file with the agent a description of such land and of the improvements that he has made on the same, and the filing of such description shall give the said member of the tribe the right to take such land when allotments of the lands in severalty shall be made.

ARTICLE VI.

So soon as this agreement shall have received the approval of Congress the boundary lines described in Article I shall be surveyed and designated by two engineers, one of whom shall be selected by the Indians and one by the Secretary of the Interior; the said boundaries shall at once be marked by monuments, not more than one-half mile apart; the points at the mouth of Divide Creek and at the westernmost extremity of the lower Two Medicine Lake, after they have been marked, shall be fixed and remain unchanged, no matter what alterations may hereafter take place in the

course of said creek, or in the level of said lake. The expense of such survey shall be shared equally between the United States and the tribes occupying this reservation, but the unskilled laborers employed in the work shall be hired from among the Indians residing on this reservation.

Such survey and the marking of the above-described boundary lines, shall be begun immediately—not later than ninety days after the approval of this agreement by Congress—and completed as speedily as possible, and the ceded portion of the reservation shall not be thrown open to occupancy by the whites until after the new boundaries of the reservation shall have been established and marked.

ARTICLE VII.

It is further agreed that whenever, in the opinion of the President, the public interests require the construction of railroads or other highways, telegraph or telephone lines, canals, and irrigating ditches, through any portion of this reservation, right of way shall be, and is hereby, granted for such purposes under such rules, regulations, limitations, and restrictions as the Secretary of the Interior may prescribe, the compensation to be fixed by said Secretary and by him expended for the benefit of the Indians.

ARTICLE VIII.

It is further agreed and provided that none of the money realized from the sale of this land shall be applied to the payment of any judgment which has been or may hereafter be rendered upon any claim for damages, because of depredations committed by said Indians prior to the date of this agreement.

ARTICLE IX.

The provisions of Article VI of the agreement between the parties hereto, made February 11, 1887, are hereby continued in full force and effect, as are also all the provisions of said agreement not in conflict with the provisions of this agreement.

ARTICLE X.

It is understood and declared that wherever the word Indian is used in this agreement it includes mixed bloods as well as full bloods.

ARTICLE XI.

This agreement shall not be binding upon either party until ratified by Congress.

Dated and signed at Blackfeet Agency, Montana, on the twenty-sixth day of September, eighteen hundred and ninety-five (A. D. 1895).

[SEAL.] WILLIAM C. POLLOCK.
[SEAL.] GEO. BIRD GRINNELL.
[SEAL.] WALTER M. CLEMENTS.

No.	Indian name.	Signed by—	English name.
1	O nis tai po kah	His x mark	White Calf.
2	Ni na o kai yo	do	Bear Chief (the younger).
3	Ni oks kai tos a	do	Three Suns.
4	Ap ut o yis	do	White Grass.
5	Stum iks it si kin	do	Bull Shoe.
6	Sik um ah makan	do	Running Crane.
7	Sai yi	do	Mad Wolf.
8	Nis sot skin ah	do	Four Horns.
9	Pi ta pi kis	do	Eagle Ribs.
10	Kai yi su schizi	do	Curley Bear.
11	Mah kwi i sa popi	do	Wolf Plume.
12	O nis stai stahk si kyai po yi	do	Calf Standing in Middle.
13	Ki nuk sa po pi	do	Little Plum.
14	Ah kwo to mak an	do	Running Behind Another.
15	O muk sa pop	do	Big Plume.
16	Mak kwi ok so yis	do	Wolf Tail.
17	Su ah tsi po tum ai is soo	do	Tail Feathers Coming Over Hill.
18	Ni na stak o	do	Mountain Chief.
19	Is sokoyi kinni	do	Heavy Breast.
20	Stum iks onis tai	do	Bull Calf.
21	E nik kai o tasi	do	Fast Buffalo Horse.
22	Ni nas to	do	Chief Crow.
23	Sie atch is	do	Tail Feathers.
24	Kish tsipo nis tai	do	Striped White Calf.
25	Si pi nah mak an	do	Takes Gun at Night.

No.	Indian name.	Signed by—	English name.
26	O to kah pisi	His x mark	Yellow Wolf.
27	Kut ai nah	do	No Chief.
28	It shin ai yi	do	Horn.
29	Sak ksi	do	Short Robe.
30	Ap ah wah kasi	do	White Antelope.
31	Ah kai nah mak a	do	Many Guns.
32	Pi tah hish tsi pim i	do	Spotted Eagle.
33	Mik in in i mah	do	Painted Feathers.
34	Ah hai tup pi	do	Old Person.
35	Pi no kim in uk sin	do	Tearing Lodge.
36	Sa kwe na mak an	do	Dick Kipp.
37	Pai o tah sat si ko	do	William Upham.
38	Mah kwi is tup is tan	do	Straight Wolf.
39	Ah wo yi nah mah	do	Cross Guns.
40	I tom uhk om i	do	Shot First.
41	Miks him i kin i	do	Iron Breast.
42			Joseph Tapey.
43			Baptiste Rondin.
44	Man as to	His x mark	New Crow.
45	Si pis t'kwik i man	do	Owl Top Knot.
46	Kaht tsi kom o ka top i	do	Day Rider.
47	Ahk sim uhk i	do	Good Stab.
48	Nat o yi sim uhk i	do	Medicine Stab.
49	I to kit si nah mak an	do	Takes Gun on Top.
50	Is sok sin ah mah yi	do	Owns Heavy Gun.
51	O muk si ki sum	do	Big Moon.
52	Ni tohk in ah	do	Sure a Chief.
53	Ah kai nah	do	Many Guns (No. 2).
54	Ot se kwo oh ki	do	Duck Head.
55	Us sto yim stah	do	Makes Cold Weather.
56	Ah nis tahk si a o		Henry No Bear.
57	Ah nis tahk si a o tan	His x mark	Calf Shield.
58	Ap i nak wi sap op i	do	Morning Plume.
59	Its ok i ke top i	do	Rides at the Door.
60	Ap si po kin ah	do	Arrow Top Knot.
61	O to kom i	do	Charles Rose.
62	Pis kan	do	John Monroe.
63	Sik sak si kwan	do	Black Sarcee.
64	Puh kap sa kwo map i	do	Lazy Boy.
65	Ni na ko pum	do	Chief Coward.
66	Po kah ni kah pi	do	Little Young Man.
67			William Russell.
68			John J. Gohert.
69			Edward Crane.
70	Is so kwoi mak an	His x mark	Heavy Runner.
71	Kai na kwan	do	Blood Man.
72	Su i yah	do	Shot in the Water.
73	O muk o to kan	do	Big Head.
74	Sik si pan	do	The Bite.
75	I kot so to kan	do	Red Head.
76	Ot si ko uhk so yis	do	Calf Tail.
77	Sa kak sis stum ik	do	Fine Bull.
78	O muks in stam	do	Big Lodge Pole.
79		do	James No Chief.
80			Adam Whitman.
81		His x mark	Frank Double Runner.
82	Ahk sin ah makan	do	Takes Good Gun.
83	I ni stah wah sin	do	Buffalo Growing.
84	On is tai is so	do	Calf Bossribs.
85	Miks kim i ah kwi ni man	do	Iron Pipe.
86			Henry H. Guns.
87			Lawrence Faber.
88	Ust skim atch is i	His x mark	Smoking Flint.
89	Nat si kwot si na mak an	do	Two Guns.
90	Puht si sim uk ki	do	Stabs by Mistake.
91	Ni tai na mak an	do	Takes Gun Alone.
92	Kai is to yi na mak an	do	Took Gun for Nothing.
93	Ai is tot si na mak an	do	Takes Gun on Each Side.
94	Sik im si	do	Stingy.
95	Puh ko mut ai	do	Got Badly Married.
96	Sis tsi ah wun nah	do	Bird Rattle.
97	O muk si ksish stuk ki	do	Big Beaver.
98	Ah wak I man	do	After Buffalo.
99	Nat o kwo to ko top i	do	Double Rider.
100	Kai yi sa am	do	Bear Medicine.
101	Iks kim au yi	do	Iron Eater.
102	Mo to kan ai is tsi	do	Head Carrier.
103	Mo twai nah	do	Chief All Over.
104	Sik uk ski	do	Short Face.
105	Ah pa sis	do	Weasel Fat.
106	Pah ksik i kin ah	do	Mud Head.
107	Is two am i	do	Cold Body.
108	Mah in kap i in ah	do	Young Man Chief.
109	Ah sa na	do	Cut Finger.

No.	Indian name.	Signed by—	English name
110	.....	.....	Mike Berry Child.
111	.....	His x mark	John Moccasin.
112	Stum iks at os	do	Medicine Bull.
113	Mi ni ai is tsi	do	Berry Carrier.
114	.....	.....	Michael Pay Rider.
115	.....	.....	Rupert Rider.
116	Ahk kyap i nah	His x mark	Home Gun.
117	Sah awk ki	do	Move Out.
118	Sip i as to ko mi	do	Shoots Close At Night.
119	I no kai tsi num	do	Last Looking.
120	Pi tah wus tam	do	Eagle Flag.
121	Staht ap ot sim	do	Swimming Under Water.
122	.....	.....	James White Calf.
123	Nat oki sap up i stach is	His x mark	Two Spears.
124	Ah wau pi	do	Moving Along On His Buttocks.
125	Mut si pi kun a kwan	do	Brave Piegan.
126	.....	.....	Once Little Dog.
127	Ap i kun i	His x mark	Scabby Robe.
128	.....	do	John Kills Across the Way.
129	.....	do	Antoine.
130	Ik ot si sin o pah	do	Red Fox.
131	Nap i in ah	do	Old Man Chief.
132	Ah kai tup pi	do	Old Person (No. 2).
133	Kai yo kos	do	Bear Child.
134	.....	do	Tilew Ashley.
135	It spi oh kit op i	do	Ride in Middle.
136	Pi nut o ye o muk an	do	Running Fisher.
137	Man o kin	do	New Breast.
138	Ap wi oh tok si	do	Yellow Kidney.
139	.....	do	Carl Running Rabbit.
140	I nuk si pis tok i	do	Little Owl.
141	Sik um ah mak an	do	Running Crane (No. 2).
142	So mut o yi	do	Slim Tail.
143	Stum iks i sik si num	do	Black Bull.
144	.....	.....	Irvine Little Plume.
145	.....	.....	Albert Mack Plume.
146	.....	.....	Bear Shoe.
147	.....	.....	Joe Skunk Cap.
148	I tom is tso	His x mark	Charged First.
149	Mas twap in i	do	Drow Eyes.
150	Ot si mok wi stum ik	do	Green Grass Bull.
151	Ap uhk im i	do	Narrow Body.
152	Nat o ah pa	do	Medicine Weasel.
153	Mis sum ok wi tok	do	Long Time Rock.
154	Kak un ai na mak an	do	Took Gun in Morning.
155	I nuk o kai yo	do	Little Bear.
156	Ap i nak wi pi ta	do	Morning Eagle.
157	Ni na o kai yo	do	Bear Chief.
158	.....	do	John Shorty.
159	Kai o to kan	do	Bear Head.
160	.....	do	Frank Monroe.
161	.....	.....	Eli Rider.
162	I ni sik in	His x mark	Buffalo Hide.
163	Ap uhk so yis	do	Weasel Tail.
164	Ai is sum in ah	do	Ambush Chief.
165	.....	.....	Willie Smith.
166	.....	.....	Jack Miller.
167	Mis sum ai o kan	His x mark	Long Time Asleep.
168	.....	do	Alex Guardipee.
169	.....	do	Alex Marceau.
170	.....	.....	Louis Marceau.
171	.....	.....	Henry Choquette.
172	.....	.....	Richard Sanderville.
173	.....	.....	Frank Bosturich.
174	.....	.....	Frank Guardipee.
175	.....	.....	George Wren.
176	.....	.....	Frank Choate.
177	.....	.....	Tom Kijo.
178	.....	.....	William Sherman.
179	.....	.....	Albert Goss.
180	.....	.....	Eli Guardipee.
181	.....	.....	Edd Bi Wideaux.
182	.....	.....	Joseph Trombley.
183	.....	.....	Oliver Sanderville.
184	.....	.....	Charles Simon.
185	.....	.....	James A. Perrine.
186	.....	.....	George Cook.
187	.....	.....	Louis Trombley.
188	.....	.....	Frank Vielle.
189	.....	.....	James Osman.
190	.....	His x mark	Charles Choquette.
191	.....	do	Peter Guardipee.
192	.....	do	William Lewis.

No.	Indian name.	Signed by—	English name.
193	Ahk ap i o tas iks	His x mark	Many White Horses.
194	Kai o tchis	do	Bear Paw.
195	Puh kap an i kap i	do	Lazy Young Man.
196	Ap i omitah	do	White Dog.
197		do	Louis Champine.
198		do	Peter Larb.
199	It sum un ak is	do	Stinking Tit.
200		do	Herman Dusty Bull.
201			Frank Calf Ute.
202			James C. Grant.
203			Joseph Spanish.
204			Frank Bone.
205		His x mark	Elmer Butterfly.
206	Sik oh ki kah	do	Chewing Black Bones.
207			Janis Billeodert.
208			John Hunsberger.
209	Sah kwo ma pi	His x mark	The Boy.
210			Frank Marceau.
211			Jas. Shorty.
212			Ross Whitegrass.
213	O muk o kwi at os	His x mark	Big Wolf Medicine.
214	Nam ahk saw uh puk i	do	Was Going to Move and Didn't.
215	Pai ot ai ak uk om	do	Aims Back.
216			John Vielle.
217			Chas. Iron Breast.
218			Jos. Kipp.
219	Sai tup ik sto ki	His x mark	Split Ears.
220	Ut su as kwo	do	The Timber.
221	It skin a sa am	do	Horn Medicine.
222			John Cuff.
223			Anthony Austin.
224			Joseph Brown.
225	Stahk tsi stum ik	His x mark	Under Bull.
226			Richard Croff.
227			Jesse J. Sampler.
228	Awh kum i po wat ai	His x mark	Everybody Talks About Him.
229	Kut awh mak an	do	No Runner.
230	Sik ap i oh ke to pi	do	Black Horse Rider.
231	Pik si		Albert Buffalo Horse.
232	Ak ok su achis	His x mark	Many Tail Feathers.
233	Pi tok su achis	do	Eagle Tail Feathers.
234	Muk ah	do	Dwarf.
235			F. Spearson.
236	Is sto yi kuh	His x mark	Cold Feet.
237	Is sok o yi ut sis kom	do	Big Mouth Spring.
238	As so kas	do	Coat.
239	Ni nin o kah	do	Chief Elk.
240			Jerry Big Plume.
241			John Big Spring.
242	Ai kut se	His x mark	Gambler.
243	Mis sum i kak i tos	do	Ancient Star.
244	Ni oks kai nah	do	Three Chiefs.
245			William Brown.
246			George Prairie Chicken.
247	Pi ta kos	His x mark	Young Eagle.
248	Ni oks kai kai yo	do	Three Bears.
249		do	George Bablo.
250		do	Tom Two Stab.
251		do	Paul Skunk Cap.
252			Charles Guardipee.
253		His x mark	John Gordon.
254	Si pi na mak an	do	Night Gun (No. 2).
255	Si pis ta tos	do	Owl Medicine.
256		do	Joe Wall.
257	Si pi sai iks kai pi	do	Will Not Stand Still in the Night.
258	Mat om o ki top	do	First Rider.
259	Kyaks at os	do	Good Sun.
260	To ki pis	do	Ear Rings.
261	Sik sah kwo map i	do	Black Boy.
262	Sit ok sin ah muk an	do	Took Gun in Middle.
263	Mat om o ki ki top i	do	First Rider.
264			John Pepion.
265	Si pis to los	His x mark	Owl Child.
266	Ai is so yi sa am	do	Boss Rib Warbonnet.
267	Is sap in ok si	do	Wipes His Eyes.
268	Ai nah yos i	do	Arrow Maker.
269	Kai ut siks	do	Bear Leggins.
270	O to kwek skim	do	Yellow Iron.
271	Ahk ai nah	do	Ancient Chief.
272	Nap i kwan	do	White Man.
273	Siks kyin ah	do	Blackface Man.

No.	Indian name.	Signed by—	English name.
274	Kai o to kis	His x mark	Bear Skin.
275	Si pis to mak an	do	Running Owl.
276	Kut ai sak sil	do	Don't Go Out.
277	Pi ta po kah	do	Eagle Child (No. 2).
278	Sat si kwo	do	Rattler.
279	Mo kap api	do	Bad Old Man.
280			Peter Cadotte.
281	Ki to ki	His x mark	Prairie Chicken.
282	Stahk tsi su yi kai yi	do	Under Mink.
283			Peter Kiyo.
284	Ksiks in o pah tchis	His x mark	White Quiver.
285			Joseph Kossuth.
286	Mah kwi o to kan	His x mark	Wolf Head.
287	Ut sit si	do	Gloves.
288	Omi nah ma	do	Gun Turned Over.
289			Harry No Chief.
290	Miks kim	His x mark	Frow.
291	Sahk om	do	Ground.
292	Tsis i o tas i	do	Bobtail Horse.
293	Kai yi sik si num	do	Black Bear.
294	Ah ah tchis tah mak an	do	Running Rabbit.
295	Sah kwo ma pi nah	do	Boy Chief.
296	Ah wak ai man	do	Chasing Buffalo (No. 2).
297	Si pi o to	do	Come at Night.
298	Ksin ah pi	do	Coyote Old Man.
299	Pi ta	do	Eagle.
300	Na mak an	do	Took Gun.
301			Fole Marrow Bone.
302	Sik si kai po kah	His x mark	Blackfoot Child.
303	Sah kwo ai po kuk i	do	Last to Awake.
304		do	George Horn.
305		do	Peter Champine.

Witness:
J. E. WEBB.
A. B. HAMILTON.
GEORGE STEELL,
United States Indian Agent.

BLACKFEET INDIAN AGENCY, *September 28, 1895.*

I, J. W. Schultz, hereby certify that I wrote the names appearing upon the foregoing pages, the same being those that were signed by the parties by making their mark; that the same was done by them freely and voluntarily, and the names appearing thereon are Indians, both full bloods and mixed bloods, belonging upon and attached to the Blackfeet Indian Reservation.

Given under my hand at the Blackfeet Ageney this the 28th day of September, 1895.

J. W. SCHULTZ.

BLACKFEET AGENCY, MONT., *September 28, 1895.*

We, Charles Simon, James Perrine, and Richard Sanderville, do certify that the annexed and foregoing agreement by and between the United States and Indians, both full bloods and mixed bloods, residing upon and attached to the Blackfeet Indian Reservation, in Montana, was fully interpreted to said Indians and they made to understand the same; that after said interpretation the said Indians whose names appear subscribed to said agreement signed the same in our presence.

We further certify that said Indians are members of said tribe and reside upon said reservation, set apart for said Indians in Montana, and that said subscribers are male adults over the age of 21 years.

Given under our hand at the Blackfeet Indian Agency this 28th day of September, 1895.

CHARLES SIMON,
Special Interpreter.
JAMES PERRINE,
Indian Interpreter.
RICHARD SANDERVILLE,
United States Agency Interpreter.

BLACKFEET AGENCY, MONT., *September 28, 1895.*

I, George Steell, United States Indian agent at Blackfeet Agency, Mont., hereby certify that the male adult population of the Indians belonging to the Blackfeet Reservation, both full bloods and mixed bloods, is 381.

This certificate is made upon my best knowledge, information, and belief, derived from the records of my office, and fortified by all other sources of reliable information as to ages.

Given under my hand at the Blackfeet Agency this 28th day of September, 1895.

GEORGE STEELL,
United States Indian Agent.

A BILL to ratify an agreement with the Indians of the Blackfeet Reservation, Montana, and making appropriations to carry the same into effect.

Whereas William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners on the part of the United States, did on the twenty-sixth day of September, A. D. eighteen hundred and ninety-five, conclude an agreement with the Indians of the Blackfeet Reservation, in the State of Montana, which said agreement is in words and figures as follows, to wit:

Agreement concluded September 26, 1895, with the Indians of the Blackfeet Reservation, in Montana, by William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners.

This agreement, made and entered into the 26th day of September, A. D. 1895, by and between William C. Pollock, George Bird Grinnell, and Walter M. Clements, commissioners on the part of the United States, and the undersigned Indians, both full bloods and mixed bloods, residing upon and attached to the Blackfeet Indian Reservation, in the State of Montana, the same constituting a majority of the male adult Indians belonging upon said reservation, both full bloods and mixed bloods, the latter's rights to participate in all business proceedings of said tribe and to share in all benefits accruing to said tribes from a sale of land or otherwise being hereby recognized as equal to the full bloods, witnesseth that:

ARTICLE I.

For and in consideration of the sums to be paid and the obligations assumed upon the part of the United States, as hereinafter set forth, said Indians of the Blackfeet Reservation hereby convey, relinquish, and release to the United States all their right, title, and interest in and to that portion of their present reservation in the State of Montana lying and being west of the following-described line, to wit:

Beginning at a point on the northern boundary of the reservation due north from the summit of Chief Mountain, and running thence south to said summit; thence in a straight line to the most northeasterly point of Flat Top Crag; thence to the most westerly of the mouths of Divide Creek; thence up said creek to a point where a line drawn from the said northeasterly point of Flat Top Crag to the summit of Divide Mountain intersects Divide Creek; thence to the summit of Divide Mountain; thence in a straight line to the western extremity of the lower Two Medicine Lake; thence in a straight line to a point on the southern line of the right of way of the Great Northern Railway Company four miles west of the western end of the railway bridge across the north fork of the Two Medicine River; thence in a straight line to the summit of Heart Butte, and thence due south to the southern line of the present reservation: *Provided,* That said Indians shall have, and do hereby reserve to themselves, the right to go upon any portion of the lands hereby conveyed so long as the same shall remain public lands of the United States, and to cut and remove therefrom wood and timber for agency and school purposes, and for their personal uses for houses, fences, and all other domestic purposes: *And provided further,* That the said Indians hereby reserve and retain the right to hunt upon said lands and to fish in the streams thereof so long as the same shall remain public lands of the United States under and in accordance with the provisions of the game and fish laws of the State of Montana.

ARTICLE II.

For and in consideration of the conveyance, cession, and relinquishment hereinbefore made the United States hereby covenants and agrees to advance and expend during the period of ten years beginning from and after the expiration of the payments provided for in the agreement made between the parties hereto on the eleventh day of February, A. D. eighteen hundred and eighty-seven, and ratified by Congress

on the first day of May, A. D. eighteen hundred and eighty-eight, under the direction of the Secretary of the Interior for the Indians, both full bloods and mixed bloods, now attached to and receiving rations and annuities at the Blackfeet Agency, and all who shall hereafter be declared by the tribes located upon said reservation, with the approval of the Secretary of the Interior, entitled to membership in those tribes, the sum of one million five hundred thousand ($1,500,000.00) dollars.

It is agreed that said money shall be paid as follows: The first year after the expiration of payments under the agreement of eighteen hundred and eighty-seven (1887), three hundred thousand ($300,000.00) dollars, one-half of which shall be deposited in the United States Treasury and bear interest at four per centum per annum, and one-half, or so much thereof as shall be necessary, shall be expended as hereinafter provided; and annually thereafter for eight years the sum of one hundred and fifty thousand ($150,000.00) dollars: *Provided,* That any surplus accumulated under and remaining at the expiration of the agreement of 1887, and any surplus that may remain from any annual payment provided for herein, shall also be placed in the United States Treasury to the credit of said Indians, and shall bear interest at the rate of four per centum per annum. Such sums, or so much thereof as may be necessary in any one year, shall be expended in the purchase of cows, bulls, and other live stock, goods, clothing, subsistence, agricultural implements, in providing employees, in the education of Indian children, in procuring medicine and medical attendance, in the care and support of the aged, sick, and infirm and of helpless orphans, in the erection and keeping in repair of such new agency and school buildings, mills, blacksmith, carpenter, and wagon shops, as may be necessary, in assisting the Indians to build and keep in repair their houses, inclose and irrigate their farms, and in such other ways as may best promote their civilization and improvement.

ARTICLE III.

It is agreed that in the employment of all agency and school employees preference in all cases be given to Indians residing on the reservation, who are well qualified for such positions; and that all cattle issued to said Indians for stock-raising purposes, and their progeny, shall bear the brand of the Indian Department, and shall not be sold, exchanged, or slaughtered, except by the consent of the agent in charge, until such time as this restriction shall be removed by the Commissioner of Indian Affairs.

ARTICLE IV.

In order to encourage habits of industry and to reward labor, it is further understood and agreed that, in the giving out or distribution of cattle or other stock, goods, clothing, subsistence, and agricultural implements, as provided in Article II, preference shall be given to Indians who endeavor by honest labor to support themselves, and especially to those who in good faith undertake the cultivation of the soil and engage in pastoral pursuits as a means of obtaining a livelihood, and the distribution of these benefits shall be made from time to time, in such manner as shall best promote the objects specified.

ARTICLE V.

Since the situation of the Blackfeet Reservation renders it wholly unfit for agriculture, and since these Indians have shown within the past four years that they can successfully raise horned cattle, and there is every probability that they will become self-supporting by attention to this industry, it is agreed that during the existence of this agreement no allotments of land in severalty shall be made to them, but that this whole reservation shall continue to be held by these Indians as a communal grazing tract upon which their herds may feed undisturbed; and that after the expiration of this agreement the lands shall continue to be so held until such time as a majority of the adult males of the tribe shall request in writing that allotment in severalty shall be made of their lands: *Provided,* That any member of the tribe may, with the approval of the agent in charge, fence in such area of land as he and the members of his family would be entitled to under the allotment act, and may file with the agent a description of such land and of the improvements that he has made on the same, and the filing of such description shall give the said member of the tribe the right to take such land when allotments of the land in severalty shall be made.

ARTICLE VI.

So soon as this agreement shall have received the approval of Congress the boundary lines described in Article I shall be surveyed and designated by two engineers, one of whom shall be selected by the Indians and one by the Secretary of the Interior; the said boundaries shall at once be marked by monuments, not more than one-half mile apart; the points at the mouth of Divide Creek and the westernmost

extremity of the lower Two Medicine Lake, after they have been marked, shall be fixed and remain unchanged, no matter what alterations may hereafter take place in the course of said creek, or in the level of said lake. The expense of such survey shall be shared equally between the United States and the tribes occupying this reservation, but the unskilled laborers employed in the work shall be hired from among the Indians residing on this reservation.

Such survey and the marking of the above-described boundary lines shall be begun immediately—not later than ninety days after the approval of this agreement by Congress—and completed as speedily as possible, and the ceded portion of the reservation shall not be thrown open to occupancy by the whites until after the new boundaries of the reservation shall have been established and marked.

ARTICLE VII.

It is further agreed that whenever, in the opinion of the President, the public interests require the construction of railroads or other highways, telegraph or telephone lines, canals and irrigating ditches, through any portion of this reservation, right of way shall be and is hereby granted for such purposes, under such rules, regulations, limitations, and restrictions as the Secretary of the Interior may prescribe; the compensation to be fixed by said Secretary and by him expended for the benefit of the Indians.

ARTICLE VIII.

It is further agreed and provided that none of the money realized from the sale of this land shall be applied to the payment of any judgment which has been or may hereafter be rendered upon any claim for damages because of depredations committed by said Indians prior to the date of this agreement.

ARTICLE IX.

The provisions of Article VI of the agreement between the parties hereto, made February 11, 1887, are hereby continued in full force and effect, as are also all the provisions of said agreement not in conflict with the provisions of this agreement.

ARTICLE X.

It is understood and declared that wherever the word Indian is used in this agreement it includes mixed bloods as well as full bloods.

ARTICLE XI.

This agreement shall not be binding upon either party until ratified by Congress.

Dated and signed at Blackfeet Agency, Montana, on the twenth-sixth day of September, eighteen hundred and ninety-five (A. D. 1895).

[SEAL.] WILLIAM C. POLLOCK.
[SEAL.] GEO. BIRD GRINNELL.
[SEAL.] WALTER M. CLEMENTS.

No.	Indian name.	Signed by—	English name.
1	O nis tai po kah	His x mark	White Calf.
2	Ni na o kai yo	do	Bear Chief (the younger).
3	Ni oks kai tos a	do	Three Suns.
4	Ap ut o yis	do	White Grass.
5	Stum iks it si kin	do	Bull Shoe.
6	Sik um ah makan	do	Running Crane.
7	Sai yi	do	Mad Wolf.
8	Nis sot skin ah	do	Four Horns.
9	Pi ta pi kis	do	Eagle Ribs.
10	Kai yi su schizi	do	Curley Bear.
11	Mah kwi i sa popi	do	Wolf Plume.
12	O nis stai stahk si kyai po yi	do	Calf Standing In Middle.
13	Ki nuk sa po pi	do	Little Plume.
14	Ah kwo to mak an	do	Running Behind Another.
15	O muk sa pop	do	Big Plume.
16	Mah kwi ok so yis	do	Wolf Tail.
17	Su ah tsi po tum ai is soo	do	Tail Feathers Coming Over Hill.
18	Ni na stak o	do	Mountain Chief.
19	Is sokoyi kinni	do	Heavy Breast.
20	Stum iks onis tai	do	Bull Calf.
21	E nik kai o tasi	do	Fast Buffalo Horse.

No.	Indian name.	Signed by—	English name.
22	Ni nas to	His x mark	Chief Crow.
23	Sie atch is	do	Tail Feathers.
24	Kish tsipo nis tai	do	Striped White Calf.
25	Si pi nah mak an	do	Takes Gun at Night.
26	O to kah pisi	do	Yellow Wolf.
27	Kut ai nah	do	No Chief.
28	It shin ai yi	do	Horn.
29	Sak ksi	do	Short Robe.
30	Ap ah wah ksi	do	White Antelope.
31	Ah kai nah mak a	do	Many Guns.
32	Pi tah hish tsi pim i	do	Spotted Eagle.
33	Mik in in i mah	do	Painted Feathers.
34	Ah hai tup pi	do	Old Person.
35	Pi no kim in uk sin	do	Tearing Lodge.
36	Sa kwe na mak an	do	Dick Kipp.
37	Pai o tah sat si ko	do	William Upham.
38	Mah kwi is tup is tan	do	Straight Wolf.
39	Ah wo yi nah mah	do	Cross Guns.
40	I tom uhk om i	do	Shot First.
41	Miks him i kin i	do	Iron Breast.
42			Joseph Tapey.
43			Baptiste Rondin.
44	Man as to	His x mark	New Crow.
45	Si pis t'kwik i man	do	Owl Top Knot.
46	Kaht tsi kom o ka top i	do	Day Rider.
47	Ahk sim uhki	do	Good Stab.
48	Nat o yi sim uhk i	do	Medicine Stab.
49	I to kit si nah mak an	do	Takes Gun on Top.
50	Is sok sin ah mah yi	do	Owns Heavy Gun.
51	O muk si ki sum	do	Big Moon.
52	Mi tohk in ah	do	Sure a Chief.
53	Ah kai nah	do	Many Guns (No. 2).
54	Ot se kwo oh ki	do	Duck Head.
55	Us sto yim stah	do	Makes Cold Weather.
56	Ah nis tahk si a o		Henry No Bear.
57	Ah nis tahk si a o tan	His x mark	Calf Shield.
58	Ap i nak wi sap op i	do	Morning Plume.
59	Its ok i ke top i	do	Rides at the Door.
60	Ap si po kin ah	do	Arrow Top Knot.
61	O to kom i	do	Charles Rose.
62	Pis kan	do	John Monroe.
63	Sik sak si kwan	do	Black Sarcee.
64	Puh kap sa kwo map i	do	Lazy Boy.
65	Ni na ko pum	do	Chief Coward.
66	Po kah ni kah pi	do	Little Young Man.
67			William Russell.
68			John J. Gohert.
69			Edward Crane.
70	Is so kwoi mak an	His x mark	Heavy Runner.
71	Kai na kwan	do	Blood Man.
72	Su i yah	do	Shot in the Water.
73	O muk o to kan	do	Big Head.
74	Sik si pan	do	The Bite.
75	I kot so to kan	do	Red Head.
76	Ot si ko uhk so yis	do	Calf Tail.
77	Sa kak sis stum ik	do	Fine Bull.
78	O muks in stam	do	Big Lodge Pole.
79		do	James No Chief.
80			Adam Whitman.
81		His x mark	Frank Double Runner.
82	Ahk sin ah makan	do	Takes Good Gun.
83	I ni stah wah sin	do	Buffalo Growing.
84	On is tai is so	do	Calf Bossribs.
85	Miks kim i ah kwi ni man	do	Iron Pipe.
86			Henry H. Guns.
87			Lawrence Faber.
88	Ust skim atch is i	His x mark	Smoking Flint.
89	Nat si kwot si ma mak an	do	Two Guns.
90	Puht si sim uk ki	do	Stabs by Mistake.
91	Ni tai na mak an	do	Takes Gun Alone.
92	Kai is to yi na mak an	do	Took Gun for Nothing.
93	Ai is tot si na mak an	do	Takes Gun on Each Side.
94	Sik im si	do	Stingy.
95	Puh ko mut ai	do	Got Badly Married.
96	Sis tsi ah wun nah	do	Bird Rattle.
97	O muk si ksish stuk ki	do	Big Beaver.
98	Ah wak i man	do	After Buffalo.
99	Nat o kwo to ko top i	do	Double Rider.
100	Kai yi sa am	do	Bear Medicine.
101	Iks kim au yi	do	Iron Eater.
102	Mo to kan ai is tsi	do	Head Carrier.
103	Mo twai nah	do	Chief All Over.
104	Sik uk ski	do	Short Face.
105	Ah pa sis	do	Weasel Fat.
106	Pah ksik i kin ah	do	Mud Head.

No.	Indian name.	Singed by—	English name.
107	Is two am i	His x mark	Cold Body.
108	Mah in kap i in ah	do	Young Man Chief.
109	Ah sa na	do	Cut Finger.
110			Mike Berry Child.
111		His x mark	John Moccasin.
112	Stum iks at os	do	Medicine Bull.
113	Mi ni ai is tsi	do	Berry Carrier.
114			Michael Pay Rider.
115			Rupert Rider.
116	Ahk kyap i nah	His x mark	Home Gun.
117	Sah awk ki	do	Move Out.
118	Sip i as to ko mi	do	Shoots Close at Night.
119	I no kai tsi num	do	Last Looking.
120	Pi tah wus tam	do	Eagle Flag.
121	Staht ap ot sim	do	Swimming Under Water.
122			James White Calf.
123	Nat oki sap up i stach is	His x mark	Two Spears.
124	Ah wau pi	do	Moving Along on His Buttocks.
125	Mut si pi kun a kwan	do	Brave Piegan.
126			Once Little Dog.
127	Ap i kun i	His x mark	Scabby Robe.
128		do	John Kills Across the Way.
129		do	Antoine.
130	Ik ot si sin o pah	do	Red Fox.
131	Nap i in ah	do	Old Man Chief.
132	Ah kai tup pi	do	Old Person (No. 2).
133	Kai yo kos	do	Bear Child.
134		do	Tilew Ashley.
135	It spi oh kit op i	do	Ride in Middle.
136	Pi nut o ye o muk an	do	Running Fisher.
137	Man o kin	do	New Breast.
138	Ap wi oh tok si	do	Yellow Kidney.
139		do	Carl Running Rabbit.
140	I nuk si pis tok i	do	Little Owl.
141	Sik um ah mak an	do	Running Crane (N. 2).
142	So mut o yi	do	Slim Tail.
143	Stum iks i sik si num	do	Black Bull.
144			Irvine Little Plume.
145			Albert Mack Plume.
146			Bear Shoe.
147			Joe Shunk Cap.
148	I tom is tso	His x mark	Charged First.
149	Mas twap in i	do	Crow Eyes.
150	Ot si mok wi stum ik	do	Green Grass Bull.
151	Ap uhk im i	do	Narrow Body.
152	Nat o ah pa	do	Medicine Weasel.
153	Mis sum ok wi tok	do	Long Time Rock.
154	Kak un ai na mak an	do	Took Gun in Morning.
155	I nuk o kai yo	do	Little Bear.
156	Ap i nak wi pi ta	do	Morning Eagle.
157	Ni na o kai yo	do	Bear Chief.
158		do	John Shorty.
159	Kai o to kan	do	Bear Head.
160		do	Frank Monroe.
161			Eli Rider.
162	I ni sik in	His x mark	Buffalo Hide.
163	Ap uhk so yis	do	Weasel Tail.
164	Ai is sum in ah	do	Ambush Chief.
165			Willie Smith.
166			Jack Miller.
167	Mis sum ai o kan	His x mark	Long Time Asleep.
168		do	Alex Guardipee.
169		do	Alex Marceau.
170			Louis Marceau.
171			Henry Choquette.
172			Richard Sanderville.
173			Frank Bosturich.
174			Frank Guardipee.
175			George Wren.
176			Frank Choate.
177			Tom Kijo.
178			William Sherman.
179			Albert Goss.
180			Eli Guardipee.
181			Edd Bi Wideaux.
182			Joseph Trombley.
183			Oliver Sanderville.
184			Charles Simon.
185			James A. Perrine.
186			George Cook.
187			Louis Trombley.
188			Frank Vielle.
189			James Osman.

No.	Indian name.	Signed by—	English name.
190	.....	His x mark.....	Charles Choquette.
191	.....	.....do	Peter Guardipee.
192	.....	.....do	Willam Lewis.
193	Ahk ap i o tas iks.....	.....do	Many White Horses.
194	Kai o tchis.....	.....do	Bear Paw.
195	Puh kap an i kap i.....	.....do	Lazy Young Man.
196	Ap i omitah.....	.....do	White Dog.
197	.....	.....do	Louis Champine.
198	.....	.....do	Peter Larb.
199	It sum un ak is	.....do	Stinking Tit.
200	.....	.....do	Herman Dusty Bull.
201	.....	.....	Frank Calf Ute.
202	.....	.....	James C. Grant.
203	.....	.....	Joseph Spanish.
304	.....	.....	Frank Bone.
205	.....	His x mark.....	Elmer Butterfly.
206	Sik oh ki kah	.....do	Chewing Black Bones.
207	.....	.....	Janis Billeodert.
208	.....	.....	John Hunsberger.
209	Sah kwo ma pi	His x mark.....	The Boy.
210	.....	.....	Frank Marceau.
211	.....	.....	James Shorty.
212	.....	.....	Ross Whitegrass.
213	O muk o kwi at os.....	His x mark.....	Big Wolf Medicine.
214	Nam ahk saw uh puk i.....	.....do	Was Going To Move And Didn't.
215	Pai ot ai ak uk om.....	.....do	Aims Back.
216	.....	.....	John Vielle.
217	.....	.....	Charles Iron Breast.
218	.....	.....	Joseph Kipp.
219	Sai tup ik sto ki	His x mark.....	Split Ears.
220	Ut su as kwo.....	.....do	The Timber.
221	It skin a sa am.....	.....do	Horn Medicine.
222	.....	.....	John Cuff.
223	.....	.....	Anthony Austin.
224	.....	.....	Joseph Brown.
225	Stahk tsi stum ik.....	His x mark.....	Under Bull.
226	.....	.....	Richard Croff.
227	.....	.....	Jesse J. Sampler.
228	Awh kum i po wat ai.....	His x mark.....	Everybody Talks About Him.
229	Kut awh mak an.....	.....do	No Runner.
230	Sik ap i oh ke to pi.....	.....do	Black Horse Rider.
231	Pik si.....	.....	Albert Buffalo Horse.
232	Ak ok su achis.....	His x mark.....	Many Tail Feathers.
233	Pi tok su achis.....	.....do	Eagle Tail Feathers.
234	Muk ah.....	.....do	Dwarf.
235	.....	.....	F. Spearson.
236	Is sto yi kuh.....	His x mark.....	Cold Feet.
237	Is sok o yi ut sis kom.....	.....do	Big Mouth Spring.
238	As so kas.....	.....do	Coat.
239	Ni nin o kah	.....do	Chief Elk.
240	.....	.....	Jerry Big Plume.
241	.....	.....	John Big Spring.
242	Ai kut se.....	His x mark	Gambler.
243	Mis sum i kak i tos.....	.....do	Ancient Star.
244	Ni oks kai nah	.....do	Three Chiefs.
245	.....	.....	William Brown.
246	.....	.....	George Prairie Chicken.
247	Pi ta kos	His x mark	Young Eagle.
248	Ni oks kai kai yo	.....do	Three Bears.
249	.....	.....do	George Bablo.
250	.....	.....do	Tom Two Stab.
251	.....	.....do	Paul Skunk Cap.
252	.....	.....	Charles Guardipee.
253	.....	His x mark.....	John Gordon.
254	Si pi na mak an	.....do	Night Gun (No. 2).
255	Si pis ta tos.....	.....do	Owl Medicine.
256	.....	.....do	Joe Wall.
257	Si pi sai iks kai pi	.....do	Will Not Stand Still in the Night.
258	Mat om o ki top.....	.....do	First Rider.
259	Kyaks at os.....	.....do	Good Sun.
260	To ki pis.....	.....do	Ear Rings.
261	Sik sah kwo map i	.....do	Black Boy.
262	Sit ok sin ah muk an.....	.....do	Took Gun in Middle.
263	Mat om o ki ki top i.....	.....do	First Rider.
264	.....	.....	John Pepion.
265	Si pis to los	His x mark.....	Owl Child.
266	Ai is so yi sa am	.....do	Boss Rib Warbonnet.
267	Is sap in ok si.....	.....do	Wipe His Eyes.
268	Ai nah yos i.....	.....do	Arrow Maker.
269	Kai ut siks.....	.....do	Bear Leggins.
270	O to kwek skim.....	.....do	Yellow Iron.

No.	Indian name.	Signed by—	English name.
271	Ahk ai nah	His x mark	Ancient Chief.
272	Nap i kwan	do	White Man.
273	Siks kyin ah	do	Blackface Man.
274	Kai o to kis	do	Bear Skin.
275	Si pis to mak an	do	Running Owl.
276	Kut ai sak sil	do	Don't Go Out.
277	Pi ta po kah	do	Eagle Child (No. 2).
278	Sat si kwo	do	Rattler.
279	Mo kap api	do	Bad Old Man.
280			Peter Cadotte.
281	Ki to ki	His x mark	Prairie Chicken.
282	Stahk tsi su yi kai yi	do	Under Mink.
283			Peter Kiyo.
284	Ksiks in o pah tchis	His x mark	White Quiver.
285			Joseph Kossuth.
286	Mah kwi o to kan	His x mark	Wolf Head.
287	Ut sit si	do	Gloves.
288	Omi nah ma	do	Gun Turned Over.
289			Harry No Chief.
290	Miks kim	His x mark	Frow.
291	Sahk om	do	Ground.
292	Tsis i o tas i	do	Bobtail Horse.
293	Kai yi sik si num	do	Black Bear.
294	Ah ah tchis tah mak an	do	Running Rabbit.
295	Sah kwo ma pi nah	do	Boy Chief.
296	Ah wak ai man	do	Chasing Buffalo (No. 2).
297	Si pi o to	do	Come at Night.
298	Ksin ah pi	do	Coyote Old Man.
299	Pi ta	do	Eagle.
300	Na mak an	do	Took Gun.
301			Fele Marrow Bone.
302	Sik si kai po kah	His x mark	Blackfoot Child.
303	Sah kwo ai po kuk i	do	Last to Awake.
304		do	George Horn.
305		do	Peter Champine.

Witness:
J. E. WEBB.
A. B. HAMILTON.
GEORGE STEELL,
United States Indian Agent.

BLACKFEET INDIAN AGENCY, *September 28, 1895.*

I, J. W. Schultz, hereby certify that I wrote the names appearing upon the foregoing pages, the same being those that were signed by the parties by making their mark; that the same was done by them freely and voluntarily, and the names appearing thereon are Indians, both full bloods and mixed bloods, belonging upon and attached to the Blackfeet Indian Reservation.

Given under my hand at the Blackfeet Agency this the 28th day of September, 1895.

J. W. SCHULTZ.

BLACKFEET AGENCY, MONT., *September 28, 1895.*

We, Charles Simon, James Perrine, and Richard Sanderville, do certify that the annexed and foregoing agreement by and between the United States and Indians, both full bloods and mixed bloods, residing upon and attached to the Blackfeet Indian Reservation, in Montana, was fully interpreted to said Indians and they made to understand the same; that after said interpretation the said Indians whose names appear subscribed to said agreement signed the same in our presence.

We further certify that said Indians are members of said tribe and reside upon said reservation, set apart for said Indians in Montana, and that said subscribers are male adults over the age of 21 years.

Given under our hands at the Blackfeet Indian Agency this 28th day of September, 1895.

CHARLES SIMON,
Special Interpreter.
JAMES PERRINE,
Indian Interpreter.
RICHARD SANDERVILLE,
United States Agency Interpreter.

BLACKFEET AGENCY, MONT., *September 28, 1895.*

I, George Steell, United States Indian agent at Blackfeet Agency, Mont., hereby certify that the male adult population of the Indians belonging to the Blackfeet Reservation, both full bloods and mixed bloods, is 381.

This certificate is made upon my best knowledge, information, and belief, derived from the records of my office and fortified by all other sources of reliable information as to ages.

Given under my hand at the Blackfeet Agency this 28th day of September, 1895.

GEORGE STEELL,
United States Indian Agent.

Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That said agreement be, and the same is hereby, accepted, ratified, and confirmed.

SEC. 2. That for the purpose of paying one-half of the expense of making the survey of the boundary line described in article one, as provided by article six of said agreement, there be, and hereby is, appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of two thousand five hundred dollars, or so much thereof as may be necessary, the same to be immediately available; and the Secretary of the Interior is hereby authorized to use so much of any appropriation heretofore or hereafter made for the benefit of the Indians of the Blackfeet Reservation as may be necessary to pay one-half of the expense of the survey of the said boundary line by the said article six of the agreement to be borne by the Indians.

SEC. 3. That upon the filing in the United States local land office for the district in which the lands surrendered by article one of the foregoing agreement are situated, of the approved plat or survey authorized by section two of this act, the lands so surrendered shall be open to occupation, location, and purchase under the provisions of the mineral-land laws only, subject to the several articles of the foregoing agreement: *Provided*, That the terms of this section shall not be construed to authorize occupancy of said lands for mining purposes prior to the date of filing said approved plat of survey.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., January 20, 1896.

SIR: I have the honor to acknowledge the receipt of your letter of January 13, 1896, directing this office to report, in duplicate, as to the manner in which the ceded lands of the Blackfeet and the Fort Belknap Indians should be disposed of, and also to submit drafts of items or sections to be added to the bills submitted to you by the Honorable Commissioner of Indian Affairs.

With his report (in triplicate) of January 11, 1896, relative to the negotiations with the Blackfeet Indians, the Commissioner of Indian Affairs includes duplicate copies of the report of the commissioners appointed to treat with these Indians, dated December 14, 1895, duplicate copies of the proceedings of councils, duplicate copies of an agreement entered into, and duplicate copies of a bill incorporating this agreement, ratifying the same, and providing for the survey of the lands agreed upon to be ceded to the United States.

With his report of the same date relative to the negotiations with the Fort Belknap Indians, the Commissioner of Indian Affairs includes similar papers, together with a report by Walter H. Weed, geologist, United States Geological Survey.

I have carefully examined the various documents, and have reached the conclusion that the lands covered by each bill are valueless for other than mining purposes and that they should be made subject to disposal under the mineral-land laws only.

Inasmuch as the commission estimates the area of the lands to be surrendered by the Blackfeet Indians as 800,000 acres and fixes $1,500,000 as the sum to be paid therefor, the prices per acre, established by sections 2325, 2333, and 2337, United States Revised Statutes, for the sale of mineral lands, will be amply sufficient when these lands

are sold to reimburse the Government for the gross sum paid the Indians.

The area of the lands to be ceded by the Belknap Indians is estimated at 40,000 acres and the amount to be paid therefor is fixed at $360,000. Accordingly, the price per acre at which these lands should be sold to miners should be placed at $10 per acre.

I have the honor to submit the following sections as additional to the proposed bills:

BLACKFEET INDIAN RESERVATION.

A BILL to ratify an agreement, etc.

* * * * * * *

SEC. 3. That upon the filing in the United States local land office for the district in which the lands surrendered by article one of the foregoing agreement are situated, of the approved plat of survey authorized by section two of this act, the lands so surrendered shall be open to occupation, location, and purchase under the provisions of the mineral-land laws only, subject to the several articles of the foregoing agreement: *Provided*, That the terms of this section shall not be construed to authorize occupancy of said lands for mining purposes prior to the date of filing said approved plat of survey.

BELKNAP INDIAN RESERVATION.

A BILL to ratify an agreement, etc.

* * * * * * *

SEC. 3. That upon the filing in the United States local land office for the district in which the lands surrendered by article one of the foregoing agreement are situated, of the approved plat of survey authorized by section two of this act, the lands so surrendered shall be open to occupation, location, and purchase under the provisions of the mineral-land laws only, subject to the several articles of the foregoing agreement: *Provided*, That said lands shall be sold at ten dollars per acre: *And provided further*, That the terms of this section shall not be construed to authorize the occupancy of said lands for mining purposes prior to the date of filing said approved plat of survey.

The papers transmitted with your letter are herewith returned.

Very respectfully,

S. W. LAMOREUX, *Commissioner*.

The SECRETARY OF THE INTERIOR.

O

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 119.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 13, 1896.—Referred to the Committee on Civil Service and Retrenchment and ordered to be printed.

The VICE-PRESIDENT presented the following

REPORT OF THE CIVIL SERVICE COMMISSION, IN RESPONSE TO A RESOLUTION OF THE SENATE, JANUARY 29, 1896, "THAT THE CIVIL SERVICE COMMISSION BE DIRECTED TO FURNISH THE SENATE WITH ALL CORRESPONDENCE RESPECTING THE ENFORCEMENT OF THE CIVIL SERVICE LAW BETWEEN THE PUBLIC PRINTER AND SAID COMMISSION BETWEEN THE DATES OF JULY 1, 1895, AND NOVEMBER 1, 1895," ETC.

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., February 6, 1896.

SIR: In response to a resolution of the Senate of January 29, 1896, this Commission has the honor to make the following report:

The resolution directs—

That the Civil Service Commission be directed to furnish the Senate with all correspondence respecting the enforcement of the civil-service law between the Public Printer and said Commission between the dates of July 1, 1895, and November 1, 1895, with a detailed statement of all matters pertaining thereto, together with the correspondence between certain discharged employees of the Government Printing Office and said Commission between July 1, 1895, and November 1, 1895.

The matters which have been the subject of correspondence between the Public Printer and this Commission between July 1, 1895, and November 1, 1895, may be conveniently grouped under the following heads:

(1) Requests for certification for appointment; the certifications issued; requests for authority for temporary employment without examination under Government Printing Office Rule IV, clause 5; the certifications issued for original employment or reinstatement; reports of promotions, removals, etc. The matters under this head being formal, and no question having arisen respecting the proper observance of the civil-service act and rules, it has been thought not to come within the scope of the resolution, and is therefore omitted in this report.

(2) Correspondence upon the question whether 36 persons temporarily employed as compositors at the time of the classification of the Government Printing Office were by operation of the rules brought within the classified service.

(3) Correspondence relative to the conduct of practical tests at the Printing Office in the trades after selection for employment.

The proceedings under the second head, relative to the status of certain persons employed temporarily at the Government Printing Office

when that office was brought into the classified service by order of the President under date of August 1, 1895, began with the personal appearance before the Commission on August 2, 1895, of Theodore Hodes and F. E. Buckland. They complained to the Commission orally that 36 persons who were employed on the temporary roll, and who had been for some time in the Government Printing Office, were not included in the list of persons furnished by the Public Printer of persons employed in that office at the time of its classification. They stated that, as a committee representing these 36 persons, they wished to know their status under the civil-service law and rules and whether they were eligible for reinstatement. The Commission informed the complainants that the initiative in making a reinstatement rested with the Public Printer, and that until a requisition was made by the Public Printer for a reinstatement the question of eligibility would not be properly before the Commission for decision; that upon the question of their status in the classified service the Commission would make inquiry of the Public Printer. Upon this question the following correspondence took place with the Public Printer:

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., August 2, 1895.

SIR: The Commission is informed that there are now borne upon the rolls of your office the names of 36 employees who are not reported on the list of regular employees sent by you to the Commission, although they were so borne upon the rolls on the 1st day of this month, when the civil-service rules and regulations went fully into effect.

The Commission will interpose no objection to the amendment of the list of regular employees by the addition of the 36 employees mentioned, but would, on the contrary, if these employees have proved faithful and efficient public servants, be pleased to see their names added to the list.

The placing of their names upon the regular list will in no manner interfere with your rights of removal in case the business of the office will not justify the retention of the entire number of persons now employed in the Government Printing Office. If, however, these men are placed upon the regular roll they will have the right of reinstatement whenever they are separated from the service, which must be denied them in case they are treated as temporary employees.

Any amendment to the list already furnished should be of the same date as the original list.

Very respectfully,

JOHN R. PROCTER,
President.

The PUBLIC PRINTER.

OFFICE OF THE PUBLIC PRINTER,
Washington, D. C., August 2, 1895.

SIR: I have yours of this date as to the names of 36 persons in the employ of this office whose names are not reported on the list as regular employees as sent to you under yesterday's date.

In reply I have to state that the list of employees as sent to you I believe is complete. At this writing I am not prepared to state just how many temporary employees there may be in this office whose names were rightfully not included in the list of regular employees. The conditions of the work here at times call for the employment of a temporary force. I regret such a necessity, as such temporary employees, aside from the eight hours' work given to the public service here, spend the remaining sixteen hours of the day seeking influence and aid in securing permanent appointments, and in your letter I recognize that they have undertaken to secure your powerful influence in their aid.

Respectfully, yours,

TH. E. BENEDICT, *Public Printer.*

Hon. JOHN R. PROCTER,
President United States Civil Service Commission, Washington, D. C.

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., August 4, 1895.

SIR: The Commission is in receipt of your communication of the 2d instant in reply to its letter of the same date in the matter of the 36 persons borne on the temporary roll of your office.

In reply the Commission has to state that it understands that the employees of your office, whether employed temporarily or permanently, have been borne upon the same roll, and that should you hereafter desire to reinstate any person who has been separated from the service of your office during the past year there would be no way in which the Commission could distinguish between those who had been borne upon the rolls of your office for temporary service and those who had been borne upon the rolls for regular, permanent service. All of the temporary employees of your office who were separated therefrom prior to August 1 will, therefore, have an advantage over any persons who are in temporary service after that date, as under the regulations of the Commission the temporary employees are not entitled to reinstatement.

The Commission therefore regrets that you can not see your way clear to amend your roster of regular employees by adding thereto all of the persons in the employ of your office on the 1st day of the present month, especially as such action would not compel you to retain any of the employees in the service for any longer time than you required their services. It is manifestly proper for you to discharge not only your temporary employees but any of the regular, permanent force at any time when the work of your office is so reduced that their services are no longer required. The placing of the names of these 36 persons on your regular list on the 1st of August will give them the right to reinstatement at any time within one year from the date when they may be separated from the service of your office.

It was the desire of the Commission simply to give the persons who had been temporarily employed prior to the 1st of August, and held over beyond that time, the same advantages of reinstatement that were possessed by those who were separated from the service prior to August 1, and the plan suggested by the Commission was deemed to be the simplest method of accomplishing this result, and would save the trouble of amending the rules to accomplish the same result.

Very respectfully,

JOHN R. PROCTER, *President.*

The PUBLIC PRINTER.

OFFICE OF THE PUBLIC PRINTER,
Washington, D. C., August 28, 1895.

SIR: Your letter of August 4 in regard to the relation borne by temporary employees to the permanent rolls of this office, in reply to mine of a previous date, first came under my observation this morning, owing to the fact that I have been absent from the city much of the time since its receipt.

Permit me to state that all of the temporary employees of this office are carried only on such rolls as are necessary, that they may be paid compensation due for their labor. The permanent rolls of this office are the records of the permanent employees, and are kept in the room and at the desk of the Public Printer, and no temporary employee's name appears on said rolls.

In reading your two letters in connection with this matter, I can only understand that they were prompted, using your own expression, by "information" and "understandings" communicated to you by persons having a personal object and aim. Such information and understandings may justify you in the suspicion that I may hereafter desire to reinstate some temporary employee of this office who may have been on its temporary rolls in the past and not at the date of August 1, when the civil-service regulations took effect in this office; but I can assure you that it is an undeniable fact that I withstood all influence and pressure brought to bear during July to pad this office and render nugatory for twelve months all appointments from the certified lists of your Bureau, the greater influence and pressure coming from some two hundred persons who were employed temporarily in the office within thirty days of August 1. I flatly refused such influence, as I now refuse to enter upon the roster of this office the 36 names of temporary employees whom you say you regret that I can not see my way clear to place in a position of preference over other as worthy and skillful temporary employees of recent date.

Respectfully, yours,

TH. E. BENEDICT, *Public Printer.*

Hon. JOHN P. PROCTER,
President Civil Service Commission, Washington, D. C.

OFFICE OF THE PUBLIC PRINTER,
Washington, D. C., September 17, 1895.

SIRS: In accordance with paragraph 5, Rule IV, of the Government Printing Office Rules, I am directed by the Public Printer to notify you that the following persons were employed in this office as temporary compositors from August 1 to August 17, 1895:

Barnhart, F. H.
Beach, H. D.
Bradley, J. R.
Buckland, F. E.
Burgess, R. W.
Cross, J. W.
Davis, S. M.
Dougherty, T. A.
Duffy, Charles J.
Fechtig, W. C.
Forney, J. G.
Galleher, J. A.
Hambright, F. H.
Harper, James E.
Hauer, J. F.
Hering, T. F.
Hodes, Theo.
Howlin, William
Jacoby, Callie.
Jewett, Hattie M.
Johnson, R. A.
Kane, James.
Knowles, L. O.
Leeper, J. W.
Lowd, W. B.
Montgomery, James M.
Nevils, E. M.
Pittman, George E.
Ratcliffe, C. B.
Redfield, H. J.
Robinson, Hattie E.
Russell, E. B.
Rodrick, W. F.
Webb, Henry
Wilson, R. C.
Young, Scott K.

Very respectfully,

ALBERT BAKER, *Secretary.*

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C.

The following letter was received from the complainants, but the Commission does not wish to be understood as assenting to the statement made in the letter of what was alleged to have been said by the Commissioners in a conversation with them. No one of the Commissioners stated that the 36 persons "must be classed as 'regulars.'" No formal decision was made by the Commission or could be made until it should ascertain the facts from the Public Printer.

To the honorable Board of Civil Service Commissioners.

SIRS: On the 2d day of last August, as you will remember, we, the undersigned, appeared before your Board and asked for an official decision regarding our status under the civil-service law, which went into effect in the Government Printing Office August 1, 1895.

In stating our case we informed the Board that we had been since June 17, and were at that time, employed as "extras" in said office; that our names appeared on the regular pay rolls, but with stars as prefixes, indicative of the fact that we were temporary employees; that a date for examination for eligibility was fixed upon, and that as we had been unable to definitely ascertain our standing—whether we were required to stand examination or not—we concluded to come before the Board, state our case, and ask for a decision. The case was argued at some length, the law bearing upon the subject was read, and your Board unanimously decided that—

"Inasmuch as we were employed in the Government Printing Office when the law went into effect, and that as said law made no distinction between one class of employees or another—whether regular, temporary, extra, or otherwise—you would rule that we were then already in the classified service; that under the law you could not recognize any of the employees under a 'temporary' class; that we were on the same footing as everyone else in the office; that we must be classed as 'regulars,' and, therefore, examinations were unnecessary."

To give force to your decision, you sent a letter to the Public Printer (see filed copy dated August 2, 1895) and advised him of your decision. On the 17th day of August, fifteen days later, we, together with some thirty others in the same position that we were in, were "dropped" as "extras," and not "discharged" as "regulars," as should have been done were the law complied with. On the 19th of August your Board was notified of this action, but as no adjustment seems to have been made up to the present time, we would respectfully ask: Is the issue a dead one; and if so, what becomes of the ruling of the Commission, and what becomes of the law as it stands in the printed rules governing civil service in the Government Printing Office?

Very respectfully, yours,

THEODORE HODES,
88 I street NW.
F. E. BUCKLAND,
1611 New Jersey avenue NW.

WASHINGTON, D. C., *September 11, 1895.*

In answer to this letter, and in closing the question at issue, the Commission wrote the following letter to the complainants. None of the names of the 36 persons temporarily employed on August 1 appeared in the list of names furnished the Commission by the Public Printer as brought within the classified service by the operation of the civil-service rules.

SEPTEMBER 19, 1895.

GENTLEMEN: In response to your communication of September 11, you are informed that this Commission is in receipt of a communication from the Public Printer stating that you, together with certain other persons, were employed in his office as temporary compositors from August 1 to August 17, 1895.

Very respectfully,

JOHN T. DOYLE,
Secretary.

Mr. THEODORE HODES and Mr. F. E. BUCKLAND,
38 I street NW., Washington, D. C.,

The only other correspondence in this matter prior to November 1, 1895, is the receipt by the Commission of the following letter:

To the honorable Civil Service Commission.

GENTLEMEN: In arguing the question of status before the Civil Service Board on the 2d of August, 1895, the president of the Board, among other things, stated:

"That after the law went into effect the Public Printer could, in case of an emergency (provided there was no eligible list), make temporary appointments; but that, if a number of men were on the pay rolls when the law went into effect, the Commission could not recognize them as temporary employees; that the 35 men under discussion, who were employed in the Government Printing Office August 1, 1895, were, under the law, in the classified service, and on the same footing as everyone else in the office."

This was the official decision of the Commission, and the Public Printer was so notified. (See copy of letter to the Public Printer under date of August 2, 1895.)

Now, then, to show a case of violation, we will state: We were appointed on the 17th of June, 1895; that at no time during the 31st of July were we notified of a discharge; that at 8 o'clock a. m. the next day, August 1, we were at our cases, working on unfinished work of the day before, and that we were in continuous service from the 17th of June, 1895, to August 17, 1895. Now, the point we wish to make is: If the Commission could not recognize us as extra employees at the time the law went into effect, how could the Public Printer, unless he violated the law, drop us as extras fifteen days later? The last clause of Paragraph V, under Rule IV, in treating on temporary appointments, says: "Every such temporary appointment, and also the discontinuance of the same, shall be at once reported to the Commission."

Did the Public Printer, on the 1st day of August, notify the Commission that he that day appointed, under the law, 35 extra employees? We think not. If he did, he certainly could not have referred to us, as our last appointment was dated June 17, 1895.

It may be possible that the Commission, on the 2d day of August, rendered a decision contrary to the law, and that the Public Printer, recognizing such to be the fact, refused to entertain the decision and provide for us as suggested in the letter referred to above. However that may be, the decision of the Commission has had its effect upon us. In further referring to your letter of August 2, in which you stated to the Public Printer that the best way to simplify matters would be for him, the Public Printer, to place us on the permanent roll, etc., Mr. Buckland, fearing that the Public Printer would not comply, asked this question: "Mr. Procter, suppose the Public Printer refuses to do this; what then?" To which Mr. Procter replied: "Gentlemen, the decision of the Commission must stand, Public Printer or no Public Printer. In case he refuses, we will go before the President and we will have no trouble there."

Were we not there and then led to believe that we were safe and that there would be no trouble? Later on, when the crisis came, and the Public Printer dropped us, you declared to us that, no matter what happened, you would not deviate from the plan as first mapped out. Now, how was the plan first mapped out? Not that you were to yield the point made that we were "not temporary employees," but that "you would carry it to the President and have him make the adjustment necessary." For over five weeks you declared that "you could not do thus and so until the Public Printer officially acknowledged us to be on the pay roll, August 1;" that you were continually working to that end, and that until quite recently you failed of success. When you notified us, September 19, that the Public Printer furnished our names and admitted that we were temporarily employed from August 1 to 17, we felt assured

that the obstacle to your progress in the case was removed, and that we would soon be restored to our places.

After all that had passed between us from time to time we had a right to expect this, had we not? We think so. Imagine our surprise, then, when Mr. Buckland was informed by Mr. Rice that the furnishing of our names by the Public Printer was all there was to the matter, that the point had been gained, etc., and we were to be congratulated. What point did Mr. Rice refer to? That we were temporary employees, etc. Was that in accordance with the decision? We certainly think not. If that were true, what would it benefit us if the Public Printer, the Commission, and even the President were to declare us temporary employees?

We appreciate the position of all the parties interested—the Commission, the Public Printer, and the 35 extra (?) ex-employees. We regret that any of the parties mentioned should have been placed in an unpleasant position; but we exceedingly regret—more than all else—that we are forced to acknowledge a deviation from the plans as first mapped out so great that we fail to recognize any similarity whatever.

In conclusion, gentlemen, we most earnestly request an interview with the whole Board on Tuesday or Wednesday. Thanking you for past kindness, we remain,

Very respectfully,

THEODORE HODES,
38 I street NW.
FRANK E. BUCKLAND,
1611 New Jersey avenue NW.

WASHINGTON, D. C., *September 28, 1895.*

(3) Correspondence relative to the conduct of practical tests at the Printing Office in the trades after selection for employment. Government Printing Office Rule IV, clause 4, is as follows:

4. Any person appointed to a position which belongs to one of the recognized mechanical trades may, upon reporting for appointment, be subjected to a practical test, under the supervision of a board designated by the Commission, and if he or she fails to attain a general average of 70 per centum on a maximum of 100 per centum, he or she shall be rejected for appointment.

In accordance with this provision of the rules the Commission established boards of examiners for the printing and bindery divisions of the Government Printing Office, and certain persons were subjected to the practical test prescribed.

The following letter was received from Richard Wilson, complaining that he was not given the practical test on the branch of bookbinding with which he is familiar and for which he asked in his application and examination:

PHILADELPHIA, *October 4, 1895.*

DEAR SIRS: I made application about July 25 for the bookbinder examination for the Government Printing Office, and in my application I stated, and I think my vouchers did the same, that my branch of the business was paper ruling, and had a knowledge of forwarding. I received a letter from you, dated July 31, stating that my application had been approved; I attended the examination held August 28, and passed with an average of 86. I was notified September 27 to report at once to the Public Printer, and reported the following day; and to his question of what branch I worked at, I stated that my special branch was ruling, and that I had a knowledge of blank forwarding.

I was told that they could not appoint anyone without they knew two branches of the trade. I was told to report for work on September 30. I was very much disappointed when I reported to find that I was assigned to forwarding on printed work, a class of work entirely out of my line, and I mentioned the fact to those in charge. The following day, October 1, I was discharged, I suppose, as incompetent.

I was put to great inconvenience and expense in making two trips to Washington, and I claim that I was not given a practical test in what I applied for, and should be eligible for appointment until I received such test.

Anyone in the trade will say that blank and printed binding are two entirely different lines, and of the three branches in blank work, namely, ruling, forwarding, and finishing, ruling is considered one of the most skilled. Each branch requires four years' apprenticeship, and it is very rarely you find a man that knows more than one thoroughly.

Hoping that you will give this matter your attention, I am, yours, respectfully,

RICHARD WILSON, *719 Reed Street.*

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C.

The report of the board of examiners for the bindery division in Mr. Wilson's case is as follows:

GOVERNMENT PRINTING OFFICE,
September 30, 1895.

We, the undersigned members of the bookbinder board of examiners for the Government Printing Office, have the honor to report that we have this day given the practical examination in forwarding to Mr. Richard Wilson, with the following result:

Subject.	Average.	Relative weight.	Product of average.
Method	20	7	140
Rapidity	15	5	75
Quality of work	20	8	160
Total	.....	20	375
General average	.....	.....	18¾

Mr. Wilson came before the board as a ruler, but upon being told that no rulers were needed, he, without any solicitation upon the part of any member of the board, concluded to take the examination for forwarder, having, he said, had some experience in this branch of the trade. We, however, find him to be very deficient in the branch in which he has been examined. We respectfully refer his case to you for consideration.

Very respectfully,

T. F. CALLAHAN,
WM. H. MUCKELSTON,
P. C. BAIN,
J. L. NUBER,
Examiners.

On October 5, 1895, the Commission requested the board of examiners for bookbinding to make a full statement of the facts in regard to the examination, especially stating why Mr. Wilson was not examined on paper ruling. This letter was referred by the secretary of the board to the Public Printer, as appears from the following letter:

Hon. JOHN B. HARLOW,
Acting President United States Civil Service Commission.

DEAR SIR: Your letter of October 5, 1895, in reference to the case of Richard Wilson, examined by the bookbinder board of examiners, of this office, has been, by the Public Printer's request, referred to him.

Very respectfully,

J. L. NUBER,
Secretary Board of Examiners.

The Public Printer thereupon wrote the Commission as follows:

OFFICE OF THE PUBLIC PRINTER,
Washington, D. C., October 7, 1895.

SIR: I have before me a letter addressed to Mr. J. L. Nuber, of this office, in which you ask a full statement of facts in regard to an examination of Richard Wilson, who was recently assigned a position here as a bookbinder from a list certified by your Commission.

Mr. Nuber referred the letter to me, at my request, and informs me that he, as a member of a board of examiners, has already stated to you the facts which you request.

As to Richard Wilson, he was found disqualified for a position in this office, inasmuch as he did not possess the necessary skill for holding such a position. This finding is based upon a practical test made in the division where he was employed, and under the observation of the foreman of binding and his skilled assistants in charge of that class of work. Wilson was asked, before the place was tendered him, as to his qualifications, and he positively stated that he was fitted for the class of work assigned him, and he was clearly informed that there were no vacancies in the office in the ruling department, in which work, he claims in a letter to you, he is skilled.

It has been a rule of my administration of this office never to employ a bookbinder skilled in but one branch of his trade, and in Wilson's case, had the rule been other-

wise, we could not have employed him except by displacing at the machines a ruler as to whose qualification and fitness there was no question, and taking up the experiment of testing Wilson, an untried man.

Wilson's letter of October 4, as addressed to your Commission, in its nature is like unto the thousands which have been written to this office in the past by those who have failed to secure an appointment or who have lost their places through inefficiency or other causes. Such letters heretofore have been written to public men and others of influence whom seekers after place here believe would be powerful in undoing the wrong they allege the Public Printer has inflicted upon them.

Men who claim to be mechanics, skilled in their trades and seeking employment, should not, in my judgment, require from any employer an explanation or excuse why service was not acceptable after it had been generously and fairly accorded, and especially after the party had been told frankly all the facts in the case.

Respectfully,

TH. E. BENEDICT, *Public Printer.*

JOHN B. HARLOW, Esq.,
Acting President United States Civil Service Commission.

Prior to the receipt of this letter the Commission wrote the Public Printer as follows:

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., October 7, 1895.

SIR: The Commission has the honor to call your attention to the fact that Mr. Richard Wilson was given a practical test in forwarding and failed to pass. He is therefore not eligible to appointment to that branch of bookbinding.

In view of the fact that Mr. Wilson claimed to be a ruler and not a forwarder, his name will be allowed to remain on the register of eligibles, and the certification already made will not be charged to him. This is believed to be due him in view of the fact that he was examined on a branch of the work with which he did not claim familiarity.

Very respectfully,

WILLIAM G. RICE,
Acting President.

The PUBLIC PRINTER.

The following correspondence ensued:

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., October 16, 1895.

SIR: In your letter to the Commission, of October 7, in regard to the appointment and discharge of Richard Wilson, you call the attention of the Commission to a rule of your office, dated August 1, 1894, requiring that for the work in the bindery of your office workmen must be skilled in two or more of the different branches of the trade, in order to meet the requirements of the statute fixing the mechanical qualifications for employees of your office.

The Commission has organized a board of bookbinder examiners for your office, with the intention of giving a practical test to all persons who may be selected from the eligible registers of this Commission for appointment in your office. It is the desire of the Commission to frame these examinations to suit the requirements of your office. If, therefore, you will outline the ground to be covered in such practical tests, not only in the bindery branch, but in other branches of your office, the Commission will endeavor to make its examinations conform to the requirements.

The Commission has so far consulted freely with the persons selected, on your nomination, for positions on boards of examiners, and has made every effort to so frame its examinations as to show the qualifications necessary for a proper performance of the duties of your office. It will give careful consideration to any modifications which you think will improve the scheme of the examinations.

Very respectfully,

WILLIAM G. RICE,
Acting President.

The PUBLIC PRINTER.

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., October 17, 1895.

SIR: Referring to your letter of the 7th instant, in which you state that Mr. J. L. Nuber, of your office, the secretary of the United States Civil Service Commission's board of examiners for the bindery division of the Government Printing Office, has, at your request, referred to you a letter of this Commission in regard to Richard

Wilson, who was found disqualified for a position in your office, the Commission states that, as the secretary of a board of examiners of this Commission, Mr. Nuber is expected to reply directly to the Commission in answer to any communications which it may send to him relative to his business as an examiner.

In this connection your attention is called to the second half of section 3 of the civil-service law (to be found on page 31 of the eleventh report of the Commission), to General Rule III, paragraphs 13, 14, 15, and 16 (page 40), and to Regulation III (pages 73, 74, and 75).

Very respectfully,

WILLIAM G. RICE,
Acting President.

The PUBLIC PRINTER.

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., October 17, 1895.

SIR: In reply to your communication without date, received by the Commission October 7, in which you state "that the Commission's letter of October 5, 1895, in reference to the case of Richard Wilson, has been, by the Public Printer's request, referred to him, the Commission states that, as a member of a board of examiners of this Commission, you are expected to answer all communications from it directly to it, and not through any other official.

In this connection, your attention is called to the second half of section 3 of the civil-service law (to be found on page 31 of the Eleventh Report of the Commission), to General Rule III, paragraphs 13, 14, 15, and 16 (page 40), and to Regulation III (pages 73, 74, and 75).

Very respectfully,

WILLIAM G. RICE,
Acting President.

Mr. J. L. NUBER,
Secretary United States Civil Service Commission's Board of Examiners,
Government Printing Office, Washington, D. C.

OFFICE OF THE PUBLIC PRINTER,
Washington, D. C., October 18, 1895.

SIR: In reply to yours of the 16th, concerning my communication to you in which I suggested the heretofore practice of this office not to appoint in our bindery work a person unless he was skilled in two or more of the different branches of the trade of bookbinding, I desire to state that the rule thus observed is not based upon the letter of any statute, but upon experience, found, if not absolutely necessary, very desirable in connection with the working force of the bindery division.

In the early verbal consultations between your Commission and this office the rule and practice of the office in that respect was suggested to you, and we supposed in the examinations that the applicants would be questioned upon that point.

I trust in future examinations it will be observed, as the interests of the service here most surely demand its observance; otherwise this office will be compelled to make requisition naming the qualifications in the branch of bookbinding we desire on the part of the persons certified to us.

I have no recommendations personally to make as to your method or as to the extent of examinations to be applied in connection with the fitness of persons to be certified as eligible appointees in this office. I am confident that the public service here can be fully protected after a trial of skill under my own direction of the persons selected from your list. I have never felt the least doubt as to my ability to secure competent employees, providing you secure an eligible list of persons connected with our trades. Under the civil-service regulations the matter of appointments is exceedingly simple. The fitness for retention in this office of a person selected for probationary service is easily demonstrated. Our work is the same in its mechanical operations as carried on under tens of thousands of roofs elsewhere. The person selected for trial works beside those whose skill has certificate of months' or years' retention as competent workers. Any test that needs to be applied is applied not only individually but comparatively, and the results are as plainly manifest as the presence of the individual is known.

Respectfully,

TH. E. BENEDICT,
Public Printer.

Hon. WILLIAM G. RICE,
Acting President United States Civil Service Commission.

OFFICE OF THE PUBLIC PRINTER,
Washington, D. C., October 18, 1895.

SIR: I have your favor of the 17th in reply to mine of the 7th, in which you state your instructions and purposes in connection with the men selected from this office with whom you might confer and consult as members of a board of examiners in regard to the preparation of examination methods for the preparation and marking of question papers of candidates for certification to this office for appointment.

I desire to state in reply that your letters of June, July, and August, in which you requested of me the suggestion or designation by name of employees of this office from which list you might select such a board, you did not suggest, nor did I suspect, that the examiners were to undertake any work except in connection with the practical examination which I expected would be made and believed should be made before the candidate is certified to me for appointment. I certainly did not suspect that a board of the employees of this office was to be designated and instructed under the roof of the office to undertake or perform any duty without my knowledge in connection with the work of public printing and binding, and especially place on official records statements of their opinion as regards the efficiency, capability, or fitness of any person selected by me as a basis for his or her appointment or retention in the office.

I have to call to your attention section 45 of the act of January 12, 1895, an act governing the public printing and binding and the distribution of public documents, which provision of statute governs my acts as an official and directs me "to employ workmen who are thoroughly skilled in their respective branches of industry as shown by trial of their skill under his (the Public Printer's) direction." The same statute further provides that there shall be appointed by the Public Printer a foreman of printing and a foreman of binding, who must be practical and thoroughly acquainted with their respective trades. These two officials are duly appointed and hold official position in this office. They are men of large experience, covering many years of work in this office. In the several working divisions assistant superintendents, men of acknowledged skill and fitness in their trades, have direct charge of the working force. It has been the practice of the office for all time, I believe, in its history, and during the period of my administration, to look to these experienced and practical men as a guide for my action in passing upon the fitness and qualifications of employees. Retentions and discharges in all matters where mechanical skill is concerned are based upon the examinations and reports of these skilled assistants.

I make this statement of facts as a basis of the suggestion that you modify your purposes and expectations as to the board of examiners you desire from this office in connection with your work.

The recent suspension from further trial under probationary appointment of two men, selected by me from your certified list, was based entirely upon facts received from my foremen here, and I did not consult nor had I any knowledge of any report from the board of examiners you refer to, of which Mr. Nuber is secretary.

I esteem that it would be an unfortunate occurrence, not only for your Commission, but myself, if circumstances had arisen in which there had been a contrary opinion expressed by expert authority as to the qualifications of the parties. I know no method whereby your board of examiners may be placed in a position as competent judges of the work and purposes of the Public Printer in the employment of a person, except that the board of examiners were taken into his confidence and acted on directions he suggested as to work. I can readily see where embarrassments might follow which would be without value to your Commission, the Public Printer, the board of examiners, or the candidate whose fitness for the position might be concerned.

In this communication I raise no question as to any authority you have under statute. I am only concerned in securing and appointing persons skilled in our work, for which I am responsible by statute.

Respectfully,

TH. E. BENEDICT,
Public Printer

HON. WILLIAM G. RICE,
Acting President United States Civil Service Commission.

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., October 22, 1895.

SIR: The Commission has the honor to acknowledge the receipt of your letter of the 18th instant, stating that it is the practice of your office not to appoint in your bindery work a person unless he is skilled in two or more of the different branches of the trade of bookbinding; and in reply, to say that applicants will hereafter be informed of the practice of your office in this respect.

Very respectfully,

WILLIAM G. RICE, *Acting President.*

THE PUBLIC PRINTER.

UNITED STATES CIVIL SERVICE COMMISSION,
Washington, D. C., October 23, 1895.

SIR: After careful consideration of the whole subject covered by your letter of October 18, the Commission states that it holds, under the rules of the President—

(1) The time and method of conducting practical tests are under the control of the Civil Service Commission;

(2) The grade of the applicant is determined by regulations adopted by the Commission; and

(3) To accomplish these two ends the special boards of examiners experienced in several trades which are appointed to aid the Commission are, so far as relates to practical tests, entirely subject to the directions of the Commission, independent of the Public Printer, and must render their reports to the Commission.

If appointees selected by the Public Printer from those certified to him by the Commission fail to show to the satisfaction of the Public Printer that they are "thoroughly skilled," as required by the statute which directs the Public Printer "to employ workmen who are thoroughly skilled in their respective branches of industry as shown by trial of their skill under his direction," such appointees can be discharged for inefficiency, and such discharge should be reported to the Commission. The authority and duty of removal are left undisturbed by the civil-service act and rules, except that a removal can not legally be made for political reasons.

If a considerable proportion of selections should be discharged for the reasons above named, the Commission will feel it to be its duty to consult with the Public Printer in the future, as it has done in the past, in order to make the examinations such as will avoid the presentation to him of eligibles who are not fitted for the actual work required.

Section 2 of the civil-service act provides:

"That it shall be the duty of said Commissioners, first, to aid the President, as he may request, in preparing suitable rules for carrying this act into effect, and when said rules shall have been promulgated, it shall be the duty of all officers to which any such rules may relate to aid, in all proper ways, in carrying said rules, and any modification thereof, into effect."

The chief aim of the Commission is to present to all Departments suitable persons for appointment, and while the rules of the President allow it alone to supervise examinations and declare the results thereof, it values any suggestions which will tend to make its examinations such that only persons shall become eligible for appointment who are qualified in every particular to perform the duties of the positions to which they seek to be appointed.

WILLIAM G. RICE,
Acting President.

The PUBLIC PRINTER, *Washington, D. C.*

The above correspondence embraces all that took place to November 1, 1895, the date referred to in the resolution of the Senate.

We have the honor to be, your obedient servants,

JOHN R. PROCTER,
WILLIAM G. RICE,
JOHN B. HARLOW,
Commissioners.

The PRESIDENT OF THE SENATE.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 120.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 13, 1896.—Referred to the Committee on Interstate Commerce and ordered to be printed.

Mr. CULLOM presented the following

MEMORIAL FROM THE NATIONAL BOARD OF TRADE, SUGGESTING THAT THE INTERSTATE COMMERCE COMMISSION BE REQUIRED TO PUBLISH A CLASSIFICATION OF FREIGHT ARTICLES AND RULES, REGULATIONS, AND CONDITIONS FOR FREIGHT TRANSPORTATION, WHICH SHALL BE KNOWN AS THE "NATIONAL FREIGHT CLASSIFICATION."

Extract from the records of the twenty-sixth annual meeting of the National Board of Trade, held at Washington, D. C., January, 28, 29, 30, 1896.

[Subject: Uniform classification of freight.]

The National Board of Trade earnestly recommends to Congress the passage of the following joint resolution:

Resolved by the Senate and House of Representatives in Congress assembled, That the Interstate Commerce Commission be, and is hereby, authorized and required to prepare and publish, on or before the 1st day of October, 1896, a classification of freight articles and rules, regulations, and conditions for freight transportation, which shall be known as the "National freight classification."

That such national freight classification shall be published by the Interstate Commerce Commission by printing the same in pamphlet form and by giving public notice thereof through general distribution in such manner as it may deem advisable.

During a period of three months immediately subsequent to the preparation of such classification, and at all times during the said period of three months, and always thereafter, the Commission shall promptly hear the complaint of any carrier or shipper against such classification or any part thereof; and after hearing and investigation of any such complaint or complaints, the Commission shall have power to amend such classification for the purpose of removing any injustice thereby caused to carriers or shippers.

That at the expiration of said three months of publication the said classification and any amendments thereto which may have been made by the Commission during such time shall be in effect, and together with any subsequent amendment thereof by the Commission shall be observed and invariably applied to interstate freight transportation by all common carriers subject to said act to regulate commerce. Any failure on the part of any such common carrier to observe and apply such classification shall be punishable as a violation of the act to regulate commerce, approved February 4, 1887, and amendments thereof, under the provision of section 10 of said act.

* * * * * * *

Resolved, That the committee on railroad transportation of the National Board of Trade be, and is hereby, requested to present to Congress the resolutions adopted by this board and urge their adoption.

True copy.

F. FRALEY, *President.*
W. R. TUCKER, *Secretary.*

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 121.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 13, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF AGRICULTURE, TRANSMITTING, IN RESPONSE TO RESOLUTION OF THE SENATE DATED FEBRUARY 12, 1896, COPIES OF THE REGULATIONS ESTABLISHING THE QUARANTINE LINE IN THE SOUTHWESTERN STATES FOR THE YEARS 1895 AND 1896.

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., February 13, 1896.

SIR: I have the honor to acknowledge the receipt of the following resolution of the United States Senate:

FEBRUARY 12, 1896.

Resolved, That the Secretary of Agriculture be directed to inform the Senate if any change has been made recently, by order of the Agricultural Department, in the quarantine lines heretofore established with regard to the transportation north of cattle from Texas and other Southwestern States or Territories, and if so, the nature and extent of such change and the reasons therefor.

Attest: WM. P. COX, *Secretary.*

In response to this resolution I send herewith copies of the regulations establishing the quarantine line in the Southwestern States for the years 1895 and 1896. From these regulations it is seen that the quarantine line for the year 1895 crossed the territory of the States of Texas and Arkansas and the Territory of Oklahoma, while the line as established for 1896 is made to conform with the boundary line of these States and this Territory.

The reason for the change is found in the act of May 29, 1884, which prohibits the shipment of live stock affected with any contagious, infectious, or communicable disease from one State or Territory to another, or from any State into the District of Columbia, or from the District into any State, and provides a penalty for the shipment of such live stock in violation of the law.

I do not find anything in the statute mentioned or any other statute which directs or authorizes the Secretary of Agriculture to prevent the shipment or driving of infected live stock from one section of a State to any other section of that State, or to establish a quarantine line across the territory of a State with the purpose of preventing such movement of affected or exposed live stock, except by cooperation with the authorities of that State and in conformity with the laws thereof.

In past years quarantine lines have been made across the territory of several States which were not authorized by existing law, but which

were made as a concession to the cattle industry, and in the expectation that the interests of the communities involved would be sufficient to secure respect for such lines. Unfortunately, these expectations have not been realized. Infected cattle have been driven with impunity across such lines, endangering the cattle industry of the United States, and particularly the export trade in live cattle.

Violations of the regulations of this Department were brought to the attention of the governor of Texas last summer, and it appears from his communications in reply that under the Texas statutes the quarantine line can not be enforced until after May 15 of each year. Such regulations should go into effect not later than February 15, in order to guard against the dissemination of Texas fever. If cattle can be shipped or driven from the infected section of Texas to the healthy section without restriction until May 15, the contagion is likely to be disseminated over the whole State, and this contagion will remain active until the following winter. It is therefore unsafe to allow any cattle from the State to be shipped into other States or Territories, except for immediate slaughter, and in accordance with the regulations provided by this Department.

I invite special attention to the provision in the regulations of February 1, 1896, for cooperation with the several States in establishing quarantine lines across the territory of the States. This provision is as follows:

Whenever any State or Territory located above or below said quarantine line as above designated shall duly establish a different quarantine line, and obtain the necessary legislation to enforce said last-mentioned line strictly and completely within the boundaries of said State or Territory, and said last above-mentioned line and the measures taken to enforce it are satisfactory to the Secretary of Agriculture, he may by a special order temporarily adopt said State or Territorial line.

Said adoption will apply only to that portion of said line specified, and may cease at any time the Secretary may deem it best for the interest involved, and in no instance shall said modification exist longer than the period specified in said special order; and at the expiration of such time said quarantine line shall revert without further order to the line first above described.

Whenever any State or Territory shall establish a quarantine line for above purposes, differently located from the above-described line, and shall obtain by legislation the necessary laws to enforce same completely and strictly, and shall desire a modification of the Federal quarantine line to agree with such State or Territorial line, the proper authorities of such State or Territory shall forward to the Secretary of Agriculture a true map or description of such line and a copy of the laws for enforcement of same, duly authenticated and certified.

Such States or Territories as now have a line established as last above mentioned can immediately forward certified copies of said line and laws for the enforcement thereof, and if satisfactory to the Secretary of Agriculture the same may be adopted at once and the Federal line so modified.

In a letter dated November 25, 1895, Governor C. A. Culberson, of Texas, says:

As I understand, the cattle quarantine regulations established by your Department are operative from February 15 to December 1 of each year. The time has so nearly expired that I assume that it is unnecessary for our authorities to take definite action at this time. In view of your recent letter on the subject, I called a meeting of the Live Stock Sanitary Commission of this State Saturday, the 23d instant, when the whole matter was gone over, and I write to say that there will be no conflict in the regulations established by your Department and the State commission. As soon as these regulations are established by you the board will be called together and proclamation issued, which I feel certain will be entirely satisfactory to you.

Governor Culberson appears to assume in this letter that he has authority to make and enforce a quarantine line for the entire period from February 15 to December 1. If such a line is established by him in the same location as the line of 1895, and regulations preventing the

movement of cattle from the infected district across that line are enforced, it will afford me pleasure to accept such line and cooperate with the State authorities for its enforcement.

I may also add that it would afford me equal pleasure to cooperate in the same manner with the governors or other properly constituted State authorities of the other States and Territories which are permanently infected with the contagion of the disease known as splenetic or Texas fever. I do not consider it advisable, however, without specific authority from the Congress, to make any further attempts to maintain a quarantine line across the territory of a State. Such action appears to me inadmissible with our form of government and unauthorized by the Constitution of the United States. I append hereto certain correspondence which I deem of importance as bearing upon this question.

I have the honor to be, sir, your obedient servant,

J. STERLING MORTON,
Secretary.

The PRESIDENT OF THE SENATE.

REGULATIONS CONCERNING CATTLE TRANSPORTATION.

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., February 5, 1895.

To the Managers and Agents of Railroad and Transportation Companies of the United States, Stockmen, and Others:

In accordance with section 7 of the act of Congress approved May 29, 1884, entitled "An act for the establishment of a Bureau of Animal Industry, to prevent the exportation of diseased cattle, and to provide means for the suppression and extirpation of pleuro-pneumonia and other contagious diseases among domestic animals," and of the act of Congress approved August 8, 1894, making appropriation for the Department of Agriculture for the fiscal year ending June 30, 1895, you are hereby notified that a contagious and infectious disease known as splenetic or Southern fever exists among cattle in the following-described area:

All that country lying east and south of a line commencing at the extreme western point of the county of Contra Costa, State of California; thence in an easterly direction along the northern boundaries of Contra Costa and San Joaquin counties to the western boundary of Amador County; thence north along the western boundary of Amador County to the southwestern corner of Eldorado County; thence east along the southern boundary of Eldorado County to the boundary line of the State of California; thence southeasterly along the eastern boundary of California to the western boundary of Arizona; thence south along the western boundary of Arizona to the southwestern corner of Arizona; thence easterly along the southern boundaries of Arizona and New Mexico to the Rio Grande River; thence southeasterly along the Rio Grande River to the southwestern corner of the county of Foley, State of Texas, continuing along the Rio Grande River in a northeasterly direction to the southwestern corner of the county of Pecos; thence following the western boundary of Pecos County to the southeast corner of Reeves County; thence following the boundary line between the counties of Pecos and Reeves to the Pecos River; thence southeasterly following the said Pecos River to the northwest corner of Crockett County; thence easterly along the northern boundaries of Crockett and Schleicher counties to the southeastern corner of Irion County; thence northerly along the eastern boundary of Irion County to the northeast corner of said county; thence northerly to the southern boundary of Coke County; thence westerly to the southwestern corner of Coke County; thence northerly along the western boundary of Coke County to the southern boundary of Mitchell County; thence easterly to the southeastern corner of Mitchell County; thence northerly along the western boundary of Nolan County to the northwest corner of Nolan County; thence easterly along the northern boundary of said county to the southwestern corner of Jones County; thence northerly along the western boundary of Jones County to the southern boundary of Stonewall County; thence easterly along the northern boundaries of Jones and Shackelford counties to the southwestern corner of Throckmorton

County; thence northerly along the western boundaries of Throckmorton, Baylor, and Wilbarger counties to the Red River; continuing along the Red River in a southeasterly direction to the southeast corner of the county of Greer, Territory of Oklahoma; thence northerly following the course of the north fork of the Red River to its intersection with the southern boundary line of Roger Mills County; thence easterly along the southern boundary of Roger Mills and Washita counties to the southeastern corner of Washita County; thence northerly along the eastern boundary of Washita County to the northeast corner of said county; continuing in a northerly direction along the eastern boundary of the county of G to the southwestern corner of the county of Blaine; thence easterly along the southern boundary of Blaine County to the southeast corner of said county; thence north on the eastern boundary of said county to the northwest corner of Canadian County; thence east on the northern boundary of said county to the northeast corner of said county; thence north along the eastern boundary of Kingfisher County to the northeastern corner of said county; thence east along the southern boundary of O County to the southeast corner of said county; thence north along the eastern boundary of O County to the northeast corner of said county; thence east along the southern boundary of K County to the west line of the Ponca Indian Reservation; thence north on the west line of said reservation to the northwest corner of said reservation; thence east along the northern boundary of the Ponca Reservation to the Arkansas River; thence in a northerly direction following the course of said river to its intersection with the thirty-seventh parallel of north latitude at the southern boundary line of Kansas; thence east along the southern boundary of the State of Kansas to the southwest corner of Cherokee County, State of Kansas; thence northerly along the western boundary of the county of Cherokee to the northwest corner of said county; thence easterly along the northern boundary of said county to the State of Missouri; thence easterly along the northern boundary of the county of Jasper, in the State of Missouri, to the northeast corner of said county; thence southerly along the eastern boundary of the counties of Jasper and Newton, in said State, to the southeast corner of Newton County; thence westwardly along the southern boundary of the county of Newton to the eastern boundary line of the Indian Territory; thence southerly along the eastern boundary of the Indian Territory to the southwestern corner of Washington County, State of Arkansas; thence easterly along the southern boundaries of the counties of Washington, Madison, Newton, Searcy, and Stone to the western boundary of Independence County; thence southerly along the western boundary of Independence County to the southwest corner of Independence County; thence easterly along the southern boundary of Independence County to the southeast corner of Independence County; thence northerly along the eastern boundary of said county to the northeast corner of said county; thence easterly along the southern boundary of Lawrence County to the southeast corner of said county; thence northerly along the eastern boundary of said county to the southwestern corner of Greene County; thence easterly along the southern boundary of Greene County to the southern boundary of the State of Missouri, and along said southern boundary of the State of Missouri to the Mississippi River; thence southerly along the Mississippi River to the northwestern corner of the county of Shelby, State of Tennessee; thence along the northern boundary of the county of Shelby to the northeast corner of said county; thence northerly along the western boundary of Fayette County to the northwest corner of Fayette County; thence easterly along the northern boundary of Fayette County to the northeast corner of said county; thence northerly along the western boundary of Hardeman County to the northwest corner of said county; thence easterly along the southern boundary of Haywood County to the southeast corner of said county; thence northerly along the eastern boundary of Haywood County to the northeast corner of said county; thence in a northeasterly direction along the western boundary of Madison County to the northwestern corner of said county; thence easterly along the northern boundary of said county to the northeast corner of said county; thence northerly along the western boundary of Henderson County to the northwest corner of said county; thence easterly along the northern boundary of said county to the northeast corner of said county; thence northerly along the western boundary of Decatur County to the northwest corner of said county; thence easterly along the northern boundary of said county to the Tennessee River; thence following the Tennessee River in a southerly direction to the southwest corner of the county of Perry; thence east along the southern boundary of Perry County to the southeast corner of said county; thence easterly along the northern boundary of Wayne County to the northeastern corner of said county; thence southerly along the eastern boundary of Wayne County to the boundary line of the State of Tennessee; thence easterly along the southern boundary of the State of Tennessee to the western boundary of the State of North Carolina; thence along the southern boundaries of the counties of Cherokee, Clay, Macon, Jackson, and Transylvania, State of North Carolina, to the southeast corner of the county of Transylvania; thence northwesterly along the eastern boundary of Transylvania County to the southwest corner of the

county of Buncombe; thence in a northeasterly direction following the Blue Ridge Mountains to the southwestern corner of the county of Amherst, State of Virginia; thence southeasterly along the southern boundary of the county of Amherst to the western boundary of the county of Appomattox; thence in a northeasterly direction along the western boundaries of the counties of Appomattox, Buckingham, Fluvanna, and Louisa to the southern boundary of the county of Orange; thence easterly along the southern boundary of the county of Orange to the western boundary of the county of Spottsylvania; thence in a southeasterly direction along the western boundaries of the counties of Spottsylvania and Caroline to the northwestern corner of King William County; thence in a northeasterly direction along the southern boundary of the county of Caroline to the eastern boundary of said county; thence southerly along the eastern boundary of King and Queen County to the southwest corner of Essex County; thence along the southern boundaries of Essex and Richmond counties to the southeast corner of Richmond County; thence northerly along the eastern boundary of said county to the northeast corner of Northumberland County; thence in a northeasterly direction along the northern boundary of said county to the Potomac River; thence following the Potomac River southerly to the Chesapeake Bay; thence easterly along the southern boundary of the State of Maryland to the Atlantic Ocean.

From the 15th day of February to the 1st day of December, 1895, no cattle are to be transported from said area to any portion of the United States north or west of the above-described line, except by rail for immediate slaughter, and when so transported the following regulations must be observed:

1. When any cattle in course of transportation from said area are unloaded north or west of this line to be fed or watered, the places where said cattle are to be so fed or watered shall be set apart, and no other cattle shall be admitted thereto.

2. On unloading said cattle at their points of destination, pens shall be set apart to receive them, and no other cattle shall be admitted to said pens; and the regulations relating to the movement of Texas cattle prescribed by the cattle sanitary officers of the State where unloaded shall be carefully observed. The cars that have carried said stock shall be cleansed and disinfected before they are again used to transport, store, or shelter animals or merchandise.

3. All cars carrying cattle from said area shall bear placards stating that said cars contain Southern cattle, and each of the waybills of said shipments shall have a note upon its face with a similar statement. Whenever any cattle have come from said area and shall be reshipped from any point at which they have been unloaded to other points of destination, the cars carrying said animals shall bear similar placards with like statements, and the waybills be so stamped. At whatever point these cattle shall be unloaded they shall be placed in separate pens, to which no other cattle shall be admitted.

4. The cars used to transport such animals, and the pens in which they are fed and watered, and the pens set apart for their reception at points of destination, shall be disinfected in the following manner:

(*a*) Remove all litter and manure. This litter and manure may be disinfected by mixing it with lime or diluted sulphuric acid, or, if not disinfected, it may be stored where no cattle can come into contact with it until after December 1.

(*b*) Wash the cars and the feeding and watering troughs with water until clean.

(*c*) Saturate the walls and floors of the cars and fencing, troughs, and chutes of the pens with a solution made by dissolving 4 ounces of chloride of lime to each gallon of water. Or disinfect the cars with a jet of steam under a pressure of not less than 50 pounds to the square inch.

5. It is further expressly provided that cattle which have been in the counties of Wilbarger, Baylor, Throckmorton, Shackelford, Jones, Nolan, Coke, and the northern half of Pecos County, State of Texas, since January 1, 1895, and have not come into contact with any cattle brought into said counties from any other counties in the infected area since that date, may be moved from the said counties by rail into the States of Colorado, Wyoming, Montana, North Dakota, and South Dakota, in accordance with the regulations made by said States for the admission of Southern cattle thereto: *Provided*—

(*a*) That a permit shall first be obtained from the Secretary of Agriculture for such movement. The application for said permit must state the name of the county in which said cattle are located, the name of the owner of said cattle, the number of cattle to be moved, and the route over which said cattle are to be transported to the above-named States.

(*b*) That said permit shall be forwarded to the inspector of the Department stationed at Kansas City, Mo., who will detail an officer to inspect said cattle and ascertain whether they are entitled to be shipped under the provisions of this order, and who, upon finding that the same are so entitled, will countersign said permit and supervise the movement of said cattle to point of shipment. The said officer, before delivering such permit, shall obtain affidavits of the owner or manager of the cattle and of two reputable and disinterested persons, showing that they are acquainted

with the cattle sought to be shipped and that they have known said cattle since January 1, 1895, and that said cattle have been kept in the territory described above and have not come into contact with any other Southern cattle. These affidavits will be forwarded by him to the Department of Agriculture.

(*c*) That cattle from said area shall go into said States only for slaughter or grazing, and shall on no account be reshipped from said States into any other State or Territory of the United States before December 1, 1895.

(*d*) That all cars which have carried cattle from said area shall, upon unloading, at once be cleaned and disinfected in the manner provided by these regulations.

(*e*) That the State authorities of the States of Colorado, Wyoming, Montana, North Dakota and South Dakota agree to enforce these provisions.

The losses which formerly occurred to the owners of susceptible cattle, both in the interstate and export trade, by the contraction of this disease from exposure in unclean and infected cars and pens, and by means of the manure carried in unclean cars from place to place, became a matter of grave and serious concern to the cattle industry of the United States until this danger was removed by the inspection of this Department. It is absolutely essential, therefore, that this cattle industry should continue to be protected as far as possible by separating the dangerous cattle, and by the adoption of efficient methods of disinfection.

Inspectors will be instructed to see that disinfection is properly done, and it is expected that transportation companies will promptly put into operation the above methods.

J. STERLING MORTON, *Secretary.*

REGULATIONS CONCERNING CATTLE TRANSPORTATION.

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., February 1, 1896.

To the Managers and Agents of Railroad and Transportation Companies of the United States, Stockmen, and Others:

In accordance with section 7 of the act of Congress approved May 29, 1884, entitled "An act for the establishment of a Bureau of Animal Industry, to prevent the exportation of diseased cattle, and to provide means for the suppression and extirpation of pleuro-pneumonia and other contagious diseases among domestic animals," and of the act of Congress approved March 2, 1895, making appropriation for the Department of Agriculture for the fiscal year ending June 30, 1896, you are hereby notified that a contagious and infectious disease known as splenetic or Southern fever exists among cattle in the following-described area:

All that country lying south or below a line beginning at the northwest corner of the State of California; thence east, south, and southeasterly along the boundary line of said State of California to the southeastern corner of said State; thence southerly along the western boundary line of Arizona to the southwest corner of Arizona; thence along the southern boundary lines of Arizona and New Mexico to the southeastern corner of New Mexico; thence northerly along the eastern boundary of New Mexico to the southern line of the State of Colorado; thence along the southern boundary lines of Colorado and Kansas to the southeastern corner of Kansas; thence southerly along the western boundary line of Missouri to the southwestern corner of Missouri; thence easterly along the southern boundary line of Missouri to the Mississippi River; thence southerly along the Mississippi River to the southern boundary line of Tennessee; thence easterly along said boundary line to the southeastern corner of Polk County, Tenn.; thence northerly along the eastern boundary line of Tennessee to the southern boundary line of Virginia; thence west along said boundary line to the boundary line of Kentucky at the western point of Virginia; thence northerly along said boundary line to the northernmost point of Virginia; thence southerly along said boundary line to the northeast corner of Virginia where it joins the southeastern corner of Maryland at the Atlantic Ocean.

Whenever any State or Territory located above or below said quarantine line as above designated shall duly establish a different quarantine line, and obtain the necessary legislation to enforce said last-mentioned line strictly and completly within the boundaries of said State or Territory, and said last above-mentioned line and the measures taken to enforce it are satisfactory to the Secretary of Agriculture, he may by a special order temporarily adopt said State or Territorial line.

Said adoption will apply only to that portion of said line specified, and may cease at any time the Secretary may deem it best for the interest involved, and in no instance shall said modification exist longer than the period specified in said special

order; and at the expiration of such time said quarantine line shall revert without further order to the line first above described.

Whenever any State or Territory shall establish a quarantine line for above purposes differently located from the above-described line, and shall obtain by legislation the necessary laws to enforce same completely and strictly, and shall desire a modification of the Federal quarantine line to agree with such State or Territorial line, the proper authorities of such State or Territory shall forward to the Secretary of Agriculture a true map or description of such line and a copy of the laws for enforcement of same, duly authenticated and certified.

Such States or Territories as now have a line established as last above mentioned can immediately forward certified copies of said line and laws for the enforcement thereof, and if satisfactory to the Secretary of Agriculture the same may be adopted at once and the Federal line so modified.

From the 15th day of February to the 15th day of November during each year no cattle are to be transported from said area south or below said Federal quarantine line above described to any portion of the United States above, north, or west of the above-described line, except by rail, for immediate slaughter, and when so transported the following regulations must be observed:

1. When any cattle in course of transportation from said area are unloaded above, north, or west of this line to be fed or watered, the places where said cattle are to be fed or watered shall be set apart, and no other cattle shall be admitted thereto.

2. On unloading said cattle at their points of destination, pens shall be set apart to receive them, and no other cattle shall be admitted to said pens; and the regulations relating to the movement of cattle from said area prescribed by the cattle sanitary officers of the State where unloaded shall be carefully observed. The cars that have carried said stock shall be cleansed and disinfected before they are again used to transport, store, or shelter animals or merchandise.

3. All cars carrying cattle from said area shall bear placards stating that said cars contain Southern cattle, and each of the waybills of said shipments shall have a note upon its face with a similar statement. Whenever any cattle have come from said area and shall be reshipped from any point at which they have been unloaded to other points of destination, the cars carrying said animals shall bear similar placards with like statements, and the waybills be so stamped. At whatever point these cattle are unloaded they must be placed in separate pens, to which no other cattle shall be admitted.

4. The cars and boats used to transport such animals, and the pens in which they are fed and watered, and the pens set apart for their reception at points of destination, shall be disinfected in the following manner:

(*a*) Remove all litter and manure. This litter and manure may be disinfected by mixing it with lime or saturating it with a 5 per cent solution of carbolic acid, or, if not disinfected, it may be stored where no cattle can come into contact with it until after November 15.

(*b*) Wash the cars and the feeding and watering troughs with water until clean.

(*c*) Saturate the walls and floors of the cars and fencing, troughs, and chutes of the pens with a solution made by dissolving 4 ounces of chloride of lime to each gallon of water. Or disinfect the cars with a jet of steam under a pressure of not less than 50 pounds to the square inch.

Cattle from the Republic of Mexico may be admitted into the United States to remain below said Federal quarantine line after inspection according to law, but said cattle shall not be permitted to cross said quarantine line otherwise than by rail for immediate slaughter, except by special permit from the inspectors of the Bureau of Animal Industry issued according to the regulations of the said Bureau, and no permit shall be issued except for cattle frèe from splenetic or Texas fever, or from contact therewith during the three months preceding the issuance of said permit, and which have been grazed in a locality free from infection of such fever.

The losses which formerly occurred to the owners of susceptible cattle, both in the interstate and export trade, by the contraction of this disease from exposure in unclean and infected cars and pens, and by means of the manure carried in unclean cars from place to place, became a matter of grave and serious concern to the cattle industry of the United States until this danger was removed by the inspection of this Department. It is absolutely essential, therefore, that this cattle industry should continue to be protected as far as possible by separating the dangerous cattle and by the adoption of efficient methods of disinfection.

Inspectors will be instructed to see that disinfection is properly done, and it is expected that transportation companies will promptly put into operation the above methods.

All prior orders conflicting herewith are hereby revoked.

J. STERLING MORTON, *Secretary.*

SAN ANTONIO, TEX., *May 3, 1895.*

SIR: With reference to the alleged violations of law committed by the Western Union Beef Company, in fraudulently removing cattle from one portion of Texas to another portion of the same State, and across the quarantine line established by the Secretary of the Treasury, I have to say:

The act of March 29, 1884, provides a specific penalty for the introduction of infected cattle from one State or Territory to another. (See sec. 6.)

The facts submitted do not show such an introduction, but charge that cattle have been driven from one portion of Texas, denominated by the Secretary of Agriculture as "infected," to another portion of the same State denominated by the Secretary as "safe."

Under the original act it is made the duty of the Secretary to adopt such rules and regulations as he may deem necessary for the speedy enforcement of its pro visions. (See sec. 4.)

By virtue of this section, and also section 7, the Secretary issues the rules and regulations in the pamphlet submitted by you, and establishes therein a quarantine line without reference to the boundaries of States or Territories. The establishment of this line is done by virtue of the additional authority conferred under the appropriation act of August 4, 1894, which makes it the duty of the Secretary to certify to the Secretary of the Treasury what "countries or parts of countries" are free from contagious or infectious diseases; leaving to the Seeretary of the Treasury the discretionary power to suspend or enforce the operation of the act with reference to the "countries or parts of countries" so certified.

The question to be answered is:

Does the appropriation act so amend and change section 6 of the original act as to enlarge that section and its penalty to apply to "countries and parts of countries" designated by the Secretary of Agriculture?

There is nothing in the amendatory act to show that it was the intention of Congress so to do, either by direct reference to section 6 or by implication. The act is evidently intended for the relief of cattle owners, and with no thought in view of enlarging the provisions of section 6.

Very respectfully,

R. U. CULBERSON, *United States Attorney.*

WM. D. JORDEN,
Live Stock Agent, Department of Agriculture.

[Telegram.]

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., May 8, 1895.

Hon. C. A. CULBERSON,
Governor, Austin, Tex.:

I am informed by the inspectors of the Bureau of Animal Industry that certain parties are driving cattle from the portion of your State infected with Texas fever to the portion which is free from such infection, in violation of the regulations of this Department, which were formulated in harmony with a Texas statute; also that the owners of said cattle decline to obey the regulations, that the United States attorney for the western district of Texas claims this Department has no jurisdiction, and the State Live Stock Commission declines to interfere. Is there anything you can do to cause these regulations to be respected? I should regret the necessity of moving quarantine line to the boundary of Texas, but unless something can be done at once to stop flagrant and defiant violations, there is no alternative.

J. STERLING MORTON,
Secretary of Agriculture.

[Telegram.]

AUSTIN, TEX., *May 8, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture, Washington, D. C.:

Telegram received. Live Stock Sanitary Commission, Texas, meets here Friday. Will wire you then.

C. A. CULBERSON, *Governor.*

[Telegram.]

AUSTIN, TEX., *May 10, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture, Washington, D. C.:

For unavoidable reason Live Stock Sanitary Commission will not meet till to-morrow or Monday. Think satisfactory arrangements will be made.

C. A. CULBERSON.

[Telegram.]

AUSTIN, TEX., *May 11, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture:

State commission to-day adopted Federal quarantine lines and regulations. I will issue proclamation immediately which will become effective under Texas statute May 15 and will be enforced to the limit of executive authority.

C. A. CULBERSON, *Governor of Texas.*

[Telegram.]

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., May 11, 1895.

Hon. C. A. CULBERSON,
Governor, Austin, Tex.:

Telegram received. What can be done with cattle of Western Union Beef Company which have been driven across the line and have already infected several counties? These cattle and those infected by them are a menace to the cattle trade of the whole country.

J. STERLING MORTON, *Secretary.*

[Telegram.]

AUSTIN, TEX., *May 12, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture, Washington:

Under Texas statute probably company referred to can not be dealt with as line was crossed prior to 15th. State commission will cooperate with you in reasonable special quarantine as to these cattle.

C. A. CULBERSON, *Governor.*

Telegram.]

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., May 13, 1895.

Hon. C. A. CULBERSON,
Governor, Austin, Tex.:

It appears from your telegram of the 12th that nothing can be done with parties who have driven across quarantine line prior to May 15. The Chief of the Bureau of Animal Industry informs me that cattle from the infected district are as dangerous when moved in April and May as later in the season. Can I do anything on the part of this Department or in cooperation with you, short of removing the quarantine line to the boundary of Texas, which will make it certain that none of these cattle or others infected by them will leave your State before December 1?

J. STERLING MORTON,
Secretary of Agriculture.

[Telegram.]

AUSTIN, TEX., *May 14, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture, Washington:

You might throw special quarantine around these cattle where they now are. That would be far preferable to removing to the State line, which would work great injury to our interests.

C. A. CULBERSON, *Governor, Texas.*

[Telegram.]

AUSTIN, TEX., *May 14, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture, Washington, D. C.:

If you would establish special quarantine around cattle referred to, it could be adopted by State commission and enforced after to-morrow. This would hold infected cattle where they are and cut off all danger.

C. A. CULBERSON, *Governor.*

[Telegram.]

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., May 14, 1895.

Hon. C. A. CULBERSON,
Governor, Austin, Tex.:

The difficulty of the special quarantine suggested by you is that there appears to be no authority for maintaining it. If the regulations of this Department making a quarantine line across the territory of Texas can not be enforced, and if your State law permits driving across such a line prior to May 15, from what source could authority be derived by special quarantine? I am anxious to do what is best for your citizens consistent with the protection of the country at large, and therefore am trying to get a clear idea of your views.

J. STERLING MORTON, *Secretary.*

[Telegram.]

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., May 17, 1895.

Hon. C. A. CULBERSON,
Governor, Austin, Tex.:

If your State board will quarantine all counties to which cattle have been taken in violation of regulations of this Department, and enforce this quarantine until November 1, it will be satisfactory, and this Department will cooperate. Answer.

J. STERLING MORTON,
Secretary of Agriculture.

[Telegram.]

AUSTIN, TEX., *May 18, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture, Washington, D. C.:

Am communicating with members of commission who reside in other parts of State. Will wire again.

C. A. CULBERSON, *Governor.*

[Telegram.]

AUSTIN, TEX., *May 19, 1895.*

Hon. J. S. MORTON,
Secretary of Agriculture, Washington:

State commission has been called together and will take prompt action.

C. A. CULBERSON, *Governor.*

[Telegram.]

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., June 3, 1895.

Hon. C. A. CULBERSON,
Governor, Austin, Tex.:

Referring to your telegram of 19th ultimo, has your State commission taken action quarantining infected counties? Please advise.

J. STERLING MORTON, *Secretary.*

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., October 31, 1895.

SIR: Referring once more to the quarantine line for Southern cattle, I deem it proper to advise you that the results of the efforts to enforce the regulations of this Department in the State of Texas during the current year have been very unsatisfactory. Cattle were moved, under the laws of your State, across the quarantine line after the regulations of this Department went into effect and before the State regulations became operative. These cattle were afterwards, in some instances, moved to other States and Territories, infecting stock yards and grounds, and proving a menace to the live stock of those communities, and yet the persons guilty of moving such infected cattle only violated the regulations of this Department while crossing the territory of your State, and, therefore, can not be punished. The effect of the regulations has been, in some instances, to aid rather than to prevent the violation of the law.

A number of people who are engaged in moving cattle in your State appear to be fully informed as to the discrepancy between the State regulations and those of the Federal Government, and they take advantage of this condition of affairs to violate our regulations and defy our authority.

I have not lost sight of the fact, however, that the regulations are made to assist the movement of Texas cattle to market, at the same time that they are made to protect other portions of the country from the infection which such cattle may carry. For this reason our quarantine line has been made across the territory of Texas for several years, after it became apparent that it could not be properly enforced there without the full cooperation of the State government.

I felt the necessity of moving the line to the boundary of your State during the past summer, but decided not to do this at that time as it might interfere with contracts and other arrangements for the movement of Texas cattle. It seemed to me that I could not give notice for a sufficient period in advance of the change if the contemplated action was taken at that time.

It is plain that something must be done to prevent such shipment of infectious cattle to other States during the next summer as has occurred during the past, and I therefore respectfully invite your attention to the subject and request you to inform me if it is possible to secure a change in the Texas law which would enable your live-stock sanitary commission to make and enforce regulations identical with those of this Department. Our regulations will probably go into effect February 1, being two weeks earlier than for the present year, but in that case they will expire earlier, so that the quarantine season will not be lengthened. Unless a plan can be devised for fully enforcing the quarantine line across your State during the whole period for which it is established, I shall deem it my duty to make this line conform with the State boundaries in the regulations which will soon be issued for the year 1896.

Very respectfully,

J. STERLING MORTON, *Secretary.*

Hon. C. A. CULBERSON,
Governor, Austin, Tex.

EXECUTIVE OFFICE, STATE OF TEXAS,
Austin, November 9, 1895.

DEAR SIR: Your letter of October 31 was duly received, but absence from Austin for a week has delayed an answer. I beg now to acknowledge its receipt and to say that in connection with the live-stock sanitary commission of this State your suggestions shall have immediate and careful consideration.

Very respectfully,

C. A. CULBERSON, *Governor of Texas.*

Hon. J. STERLING MORTON,
Secretary of Agriculture, Washington, D. C.

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., January 31, 1896.

SIR: I forward you herewith a copy of the regulations concerning cattle transportation, approved and issued by this Department January 27, 1896, designating a quarantine line against Southern and splenetic fever. This Department has heretofore found it almost impossible to enforce its regulations against cattle crossing a quarantine line within the boundaries of a State or Territory, and consequently it has been decided to establish the Federal quarantine lines for the ensuing year along the boundary lines of States and Territories. In order that this may not work a hardship on certain sections that may be determined to be safe area, it is provided that modifications of this line, as established in this order, may be made to correspond with such State or Territorial quarantine line as shall be established within the boundaries of a State or Territory, approved by the Secretary of Agriculture, and fully protected and enforced through the legislation and officials of such State or Territory.

I desire therefore to call your attention to this matter in order that the authorities of your State may take such action as indicated, if a modification of this line, as established, is desired by the cattle interest of your State. If such modification is desired I would be pleased to have you forward to this Department a description of such modification, together with certified copies of the legislation now enacted to enforce the same.

Very respectfully,

J. STERLING MORTON, *Secretary*

Hon. CHARLES A. CULBERSON,
Governor of Texas.

UNITED STATES DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., February 11, 1896.

DEAR SIR: I am in receipt of your letter of the 7th instant, and while I regret that any embarrassment should come upon the owners of Texas cattle because of the change in the quarantine line, I do not see how it is possible for me to take any different line of action. The Department has fully experimented with quarantine lines crossing the territory of individual States where there was no State legislation to support the laws, and has found that they are worthless under such conditions. The egal advisers of the Government have stated that we have no authority to enforce such a quarantine line under Federal laws. Of what use, then, is it for me to make a quarantine line across Texas?

You will observe from the regulations as published that there is a provision by which the line can be changed from the State boundary when a different line has been provided by the State authorities under local laws by which it can be maintained. If, therefore, no line is established across Texas for the current year it will be because the State authorities have failed to provide for it. It is useless to appeal to me to do something which I am not allowed to do under our form of government and the statutes of the United States.

Very respectfully,

J. STERLING MORTON, *Secretary.*

W. E. HUGHES,
President The Continental Land and Cattle Company, Dallas, Tex.

O

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 122.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 17, 1896.—Referred to the Committee on Commerce and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF WAR, TRANSMITTING, IN RESPONSE TO SENATE RESOLUTION OF FEBRUARY 6, 1896, REPORT OF THE CHIEF OF ENGINEERS OF THE UNITED STATES ARMY AS TO THE PROBABLE COST OF PROVIDING A HARBOR OF REFUGE AT CAPE LOOKOUT, ON THE COAST OF NORTH CAROLINA.

WAR DEPARTMENT,
Washington, D. C., February 14, 1896.

SIR: In response to the resolution of the United States Senate, dated February 6, 1896, directing the Secretary of War "to inform the Senate of the United States as to the probable cost of providing a harbor of refuge at Cape Lookout, on the coast of North Carolina, said harbor of refuge to be capable of sheltering the largest vessels," I have the honor to transmit herewith a report from the Chief of Engineers, United States Army, on the subject, dated February 13, 1896.

Very respectfully,

DANIEL S. LAMONT,
Secretary of War.

The PRESIDENT OF THE UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., February 13, 1896.

SIR: I have the honor to return herewith the following resolution of the Senate:

Resolved, That the Secretary of War be, and is hereby, directed to inform the Senate of the United States as to the probable cost of providing a harbor of refuge at Cape Lookout, on the coast of North Carolina, said harbor of refuge to be capable of sheltering the largest vessels.

No satisfactory estimate of the cost of a harbor of refuge at Cape Lookout can be prepared for want of information, which can only be had by a survey, the cost of which will be about $2,500.

The "probable cost of providing this harbor of refuge" can be approximated by a consideration of the cost of several others now in process of construction or already estimated for after surveys.

Sandy Bay, Cape Ann, Massachusetts	$5,000,000.00
Delaware Breakwater, including ice breaker (cost of completed work)	2,192,103.70
Lynn Haven Bay, Virginia	1,555,538.00
Cape Canaveral, Florida (for larger area)	7,460,970.00
Cape Canaveral, Florida (for smaller area)	4,091,010.00
Buffalo, N. Y. (cost of completed work, 1893)	2,600,000.00
San Pedro, Cal. (1892)	2,885,324.00
Pacific Coast, between San Francisco and Columbia River:	
Drakes Bay	6,785,800.00
Bodega Bay	6,614,300.00
Mendocino Bay	3,455,100.00
Trinidad Harbor	7,694,500.00
Crescent City	6,022,940.00
Macks Arch	5,748,875.00
Port Orford (with varying plans), $2,902,000 to	10,507,343.00
Cape Gregory	3,710,168.00
National harbor of refuge, Delaware Bay	4,665,000.00

In this connection I hope to be excused for calling attention to the following provision of law as found in section 13, river and harbor act of August 17, 1894:

That after the regular or formal report on any examination, survey, project, or work under way or proposed is submitted, no supplemental or additional report or estimate for the same fiscal year shall be made unless ordered by a resolution of Congress.

and to state that the river and harbor act of August 17, 1894, required a preliminary examination for Cape Lookout harbor of refuge. The preliminary examination was made and report thereon duly submitted, which is printed in the Annual Report of the Chief of Engineers, dated September 28, 1895.

Gen. Thomas L. Casey, my predecessor as Chief of Engineers, was of the opinion "that this harbor is worthy of improvement by the General Government to the extent of taking suitable means by sand-catching and beach-building devices to prevent the movement of sand into it from the adjacent beaches and sand dunes by the wind and sea."

No further survey is needed to estimate the cost of such an improvement, but if a more expensive and costly work is contemplated, such as the construction of a breakwater for the increase of safe anchorage area, a careful and detailed survey should be made and much study be given to the information thus obtained before a reliable estimate of the cost of such a breakwater could be prepared.

For such a survey and report the sum of $2,500 is necessary.

Very respectfully, your obedient servant,

W. P. CRAIGHILL,
Brig. Gen., Chief of Engineers.

Hon. DANIEL S. LAMONT,
Secretary of War.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 123.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 17, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE POSTMASTER-GENERAL, IN RESPONSE TO SENATE RESOLUTION OF FEBRUARY 5, 1896, THAT THE POSTMASTER-GENERAL BE DIRECTED TO FURNISH THE SENATE CERTAIN INFORMATION RELATING TO THE MAIL-BAG REPAIR DEPARTMENT OF THE DIVISION OF MAIL EQUIPMENT.

OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., February 13, 1896.

SIR: I have the honor to acknowledge receipt of a copy of the Senate resolution, dated February 5, 1896, reading as follows:

Resolved, That the Postmaster-General be directed to furnish the Senate the following information relating to the mail-bag repair department of the division of mail equipment:

First. The number of men and women employed in the repair of mail sacks during the months of December, 1895, and January, 1896, together with the wages paid per month, or, if employed on piecework, the kind of work assigned to each employee, with the average number of sacks repaired and the wages earned by each person for the two months indicated.

Second. Whether proper care is taken as to the comfort and health of employees, and whether employees are restrained from making complaint by fear of dismissal.

Third. The method by which discarded mail sacks are disposed of, and whether the purchasers of such sacks make their checks payable to the Government or to the Superintendent of the mail-bag repair division.

Fourth. Whether the mail sacks used by the Government are manufactured by convict labor; if so, where and under what contract.

First. Replying to the subject-matter in the order set forth in the resolution, I inclose herewith abstracts of the pay rolls of the mail-bag repair shop for the months of December, 1895, and January, 1896, with explanatory notes. These will show the names of all the employees, the number of days of work performed by each, and the wages paid to each, the nature of the work performed, and, in case of piecework, the amount of work done.

Second. The mail-bag repair shop occupies an entire building, four stories high, and about 126 feet long by 55 feet wide, with exposure on all sides, and is well adapted for performance of the work and the comfort of the employees; taking, for example, the room in which the women sewers are employed. It covers the entire building, having 9 windows in front, 7 in the rear, 6 on the west side, and 5 on the east side, 27 in all, which are all used for light and ventilating purposes. It, as well as the rest of the building, is heated with a combination of hot air and steam. There is a large toilet room and a dressing room for the use of the women, fitted with modern improvements and con-

veniences, and the dressing room contains an individual cupboard and hook for each woman. The toilet room contains 14 stationary wash-stands and 6 closets, which are attended to daily and kept in order by a charwoman. Clean towels and soap are furnished to each employee in the building.

The work is delivered to each machine operator or hand sewer at her seat by a laborer designated for that purpose. Similar arrangements and conveniences are provided on the other floors of the building for the comfort of the other employees.

I have no knowledge of the employees being under any restraint from making complaints by fear of dismissal.

Third. The condemned mail sacks are disposed of under the supervision of the disbursing clerk and superintendent of the Post-Office Department. The announcement of a sale is published in the Washington daily papers some ten days before it takes place, and the advertisement enumerates the articles to be sold. The advertisement is also printed on postal cards and mailed by the auctioneer to parties who purchase such material. At the sale the auctioneer announces the terms upon which the goods are to be sold. The articles are weighed in the shop by the clerk of the auctioneer in the presence of the superintendent of the shop, or an employee designated by him, and certificate is made as to the weights. An itemized bill of sale is furnished by the auctioneer to the disbursing officer of the Department, and the auctioneer also gives his check for the net amount of the sale to the disbursing officer, who files the bills of sale in his office and deposits the money with the Treasurer of the United States.

Fourth. The Post-Office Department has a contract with F. Coit Johnson, of New York, N. Y., for the manufacture of cotton canvas sacks; also a contract with Peter H. McNulty, of Brooklyn, N. Y., for the manufacture of jute canvas sacks, both covering a term of four years from April 1, 1893. These contracts were awarded to the lowest bidder after public advertisement provided by law. While I have no official information on the subject, I am informed that these contractors employ convict labor in making the sacks. Under the existing law I have no authority to prevent the employment of such labor.

Very respectfully,

WM. L. WILSON,
Postmaster-General.

The PRESIDENT OF THE UNITED STATES SENATE.

Pay roll of mail-bag repair shop, December, 1895.

[Twenty-five working days and one holiday.]

[The employees who have been on the roll one year are permitted to be absent one and one-fourth days each month thereafter with pay. Those on piecework receive pay when on leave at the rate of their three months' previous daily average.]

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during December.	Amount received from leaves.	Amount deducted for absence on work-days.	Amount received from salary or bags.	Total amount received.	Remarks.
Males.											
Cullen, E	Superintendent		$134.78	31						$134.78	
McMurray, W. F	Inspector		101.09	24½	1½					101.09	Inspects new pouches made by contractors.
Main, W. H	do		84.24	22	4					84.24	Inspects leather pouches repaired by leather workers.
Dunn, W	do		75.00	24½	1½					75.00	Inspects canvas pouches repaired by canvas workers.
McFarland, C. J	do		75.00	24½	1½					75.00	Inspects work done by jute sewers, darners, and machine operators.
Brush, J. D	do		60.00	24½	1½					60.00	Inspects jute sent to repair shop for repairs.
Welland, F	do		60.00	24½	1½					60.00	Inspects leather and canvas pouches sent to repair shop for repairs.
Murdock, R. E	do		60.00	23	3					60.00	Inspects work done by jute sewers, darners, and machine operators.
Ball, W. M	do		60.00	23	3					60.00	Do.
Lambert, E. M	do		50.00	24½	1½					50.00	Inspects jute sent to repair shop for repairs.
Pendleton, H. U	do		50.00	22¼	1					44.71	Inspects work done by jute sewers, darners, and machine operators.
Stewart, H	do		67.39	24½	1½					67.39	Inspects jute and leather in New York post-office.
Haywood, D. C	do		60.00	23¼	2¾					60.00	In charge of the cutting of all condemned jute sacks.
Goode, J	In charge of machines.		a 60.00 b 75.00	24½	1½					72.08	
Garvey, D. L	Skilled laborer		75.82	24½	1½					75.82	
Richardson, W. T	Stock keeper		67.39	24½	1½					67.39	
Sturm, G	Shipping clerk		75.82	24½	1½					75.82	
Anderson, J. F	Blacksmith		78.00	23½	2½					78.00	
Snoots, E. F	do		75.00	24½	1½					75.00	
Davern, W	Fireman		60.00	24½	1½					60.00	

a Five days.

b Two days.

Pay roll of mail-bag repair shop, December, 1895—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during December.	Amount received from leaves.	Amount deducted for absence on work-days.	Amount received from salary or bags.	Total amount received.	Remarks.
Males—Continued.											
Gray, G	Foreman of laborers		$65.00	18½	1½					$50.00	
Allen, W	Laborer		50.00	24⅜	1⅝					50.00	
Ashby, V. W	do		50.00	23	3					50.00	
Burrow, W	do		50.00	26						50.00	
Carson, R	do		50.00	23	3					50.00	
Chaney, H	do		50.00	24½	1½					50.00	
Hill, E	do		50.00	22⅓	1½					46.15	
Dameron, C. M	do		50.00	24½	1½					50.00	
Goodman, I. C	do		50.00	24½	1½					50.00	
Hanson, G	do		50.00	22⅓	2¾					48.56	
Hargett, J. A. H	do		50.00	23½	2⅛					50.00	
Howser, U. S	do		50.00	23½	1½					48.08	
Hogan, A	do		50.00	24	2					50.00	
Kearney, G. F	do		50.00	23⅞	1½					48.80	
Kelly, J. B	do		50.00	24½	1½					50.00	
Kerby, F. A	do		50.00	24½	1½					50.00	
Lyle, R. E	do		50.00	24½	1½					50.00	
McCauley, W. C	do		50.00	24½	1½					50.00	
Rose, W. W	do		50.00	24½	1½					50.00	
Rowe, G. A	do		50.00	24½	1½					50.00	
Scott, H. C	do		50.00	21⅝	1½					44.00	
Shine, D	do		50.00	24½	1½					50.00	
Slentz, F. S	do		50.00	26						50.00	
Stormont, G	do		50.00	24½	1½					50.00	
Taylor, C. H	do		50.00	23	3					50.00	
Taylor, R. E	do		50.00	23	2					48.08	
Watson, C. A	do		50.00	21⅝	1½					44.00	
Moran, D. H	Boy laborer		45.50	24½	1½					45.50	
Barry, R. M. C	do		45.00	24½	1½					45.50	
Anderson, H. H	do		39.00	22⅞	2½					38.06	
Bazzuro, M	do		39.00	23⅜	2⅝					39.00	
Crapster, H	do		39.00	22	4					39.00	
Shreve, P. A	do		39.00	24½	1½					39.00	
Armstrong, W. J	Sailmaker	642		23	3	15.6	$8.24			75.64	Repairing 4 styles of pouches during the month; some repaired at 14⅓ cents and others at the rate of $2.74⅖ per day.

Fernandez, J. M	do	719		23	3	14.7	7.85			72.74	Repairing 4 styles of pouches during the month; some repaired at 14⅓ cents and others at the rate of $2.61 5/10 per day.
Boston, W. T	do	452		23	1	14	2.50			76.07	Repairing 2 styles of pouches during the month; 1 at 14⅓ cents and 1 at 20 cents per pouch.
Card, W. T	do	451		23	1	14.3	2.55			75.95	Do.
Cromwell, L	do	498		23	1	14.6	2.58			84.29	Do.
Cromwell, H. E	do	451		22	1	14.3	2.54			76.28	Do.
Hardester, W. B	do	421		22	3½	13.9	8.68			77.09	Do.
Harriss, W. E	do	498		22½	3½	15.8	9.71			91.25	Do.
Hopwood, G. W	do	474		23	2¼	14.7	5.86			83.41	Do.
Wilbourne, W	do	459		22¾	1	14.5	2.57			77.36	Do.
Purnell, J. T	do	470		23	3	14.7	7.85			84.67	Do.
Ashford, E. S	Leather worker	665		22⅞	3	26.1	10.26			93.63	Repairing 2 styles of pouches during the month; 1 at 13 1/10 cents per pouch, and 1 at the rate of $3.42 per day.
Dowd, J. C	do	614		23	3	26	10.21			90.64	Repairing 1 style of pouch during the month at 13 1/10 cents per pouch.
Emmons, G. H	do	642		21⅞	3⅞	23.8	12.20			96.30	Do.
Gardner, W. E	do	698		22¾	1	27.8	3.64			95.07	Do.
Jones, W. T	do	615		23	3	21.8	8.57			89.13	Do.
Kehne, H	do	531		22	2¾	22	7.92			77.48	Do.
La Covey, M	do	558		20⅝	1	23.9	3.13			76.22	Do.
May, C. S	do	662		22⅞	3⅛	28.3	11.58			98.30	Do.
Miner, J. B	do	365		18¾	1	22.6	2.96			50.77	Do.
Moran, G. E	do	409		18	1	21.9	2.87			56.44	Do.
Fink, C	do	197		15	1	13.	1.70			27.50	Do.
Peters, C	do	1,539		20¾	2¼	76.8	8.64			85.59	Repairing 1 style of pouch during the month at the rate of 5 cents per pouch.
Warner, L. R	do	2,035		23	3	83.2	2.48			114.23	Do.
Edwards, J. J	do	1,475		23⅜	1	26.6	3.48			86.13	Repairing 2 styles of pouches during the month; 1 at 13 1/10 cents per pouch, and 1 at the rate $3.48 per day.
Neuman, C	do	2,114		23	3	72	12.96			115.66	Repairing 3 styles of pouches during the month; same repaired at 5 cents per pouch and others at the rate of $4.32 per day.
O'Shea, J. C	do	837		23	2¼	25.9	7.62			94.45	Repairing 2 styles of pouches during the month; 1 at 13 1/10 cents per pouch and 1 at the rate of $3.39 per day.
Prosperi, J. E	do	1,954		22½	1	28.8	3.77			92.45	Repairing 2 styles of pouches during the month; 1 at 13 1/10 cents per pouch and 1 at the rate of $3.77 per day.

Pay roll of mail-bag repair shop, December, 1895—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during December.	Amount received from leaves.	Amount deducted for absence on work-days.	Amount received from salary or bags.	Total amount received.	Remarks.
Males—Continued.											
Farrell, T. B	Leather worker	649		15	$1\frac{7}{8}$	29.9	$7.72			$69.43	Repairing 2 styles of pouches during the month; 1 at $13\frac{1}{10}$ cents per pouch and 1 at rate of $3.92 per day.
Females.											
Fowler, H. Z	Skilled laborer		$75.82	$24\frac{1}{2}$	$1\frac{1}{2}$					75.82	
Thomas, A. M	do		58.97	$15\frac{3}{4}$	$4\frac{1}{2}$					45.85	
Bryan, A. F	do		50.00	$21\frac{5}{8}$	1					43.51	
Chunn, E. M	do		50.00	17	$1\frac{1}{2}$					35.58	
Heth, A. R	do		50.00	23	$1\frac{1}{2}$					47.11	
Neirnsee, A. F	do		50.00	$5\frac{7}{8}$						13.22	
Pollock, L. D	do		50.00	$24\frac{15}{32}$	$1\frac{1}{2}$					49.94	
Desmond, M. A	Forewoman		50.00	$21\frac{5}{8}$	$4\frac{5}{8}$					50.00	
Deggs, R	do		45.00	20	3					39.80	
Beall, M. H	Machine operator *b*	1,183	35.00	23	1	51				32.30	
Buckley, L. E	do	1,083	35.00	23	$2\frac{1}{4}$	47				34.00	
Ballard, A. M	do	1,123	35.00	23	1	49				32.30	
Brady, M	do	1,398	35.00	23	3	60				35.00	
Bush, M	do	981	35.00	$21\frac{1}{2}$	1	44				30.28	
Cramer, N	do	1,083	35.00	$22\frac{3}{4}$	1	47				31.96	
Ellard, M	do	1,345	35.00	23	3	58				35.00	
Fitzpatrick, M	do	1,475	35.00	$21\frac{7}{8}$	$4\frac{1}{8}$	66				35.00	
Fry, M. E	do	1,086	35.00	$22\frac{1}{2}$	1	47				31.62	
Fletcher, S. A	do	1,052	35.00	23	1	44				32.30	
Gates, M. E	do	637	35.00	10	$2\frac{1}{4}$	63				16.49	
Hosmer, M. E	do	1,201	35.00	23	1	51				32.30	
Hunt, I	do	1,152	35.00	23	1	50				32.30	
Heymes, L. M	do	1,135	35.00	22	4	51				35.00	
Howard, M. E	do	1,240	35.00	$21\frac{1}{2}$	$1\frac{3}{8}$	57				30.79	
Jarvis, L. M	do	1,042	35.00	$21\frac{1}{4}$	1	49				30.28	
Kennedy, L	do	1,076	35.00	$18\frac{3}{4}$	1	57				26.58	
Knorleine, M. E	do	970	35.00	$21\frac{7}{8}$	1	44				30.79	
Lawler, E	do	1,145	35.00	23	3	50				35.00	
Lewis, V	do	1,050	35.00	21	$4\frac{1}{4}$	50				34.00	
McCauley, F	do	946	35.00	$21\frac{1}{2}$	1	44				30.28	
Mansfield, J. E	do	1,161	35.00	23	1	50				32.30	

Maddox, M. E	do	1,024	35.00	22	1	46				30.95
Mahan, A. R	do	1,131	35.00	23	1	50				32.30
Manger, S	do	993	35.00	22¾	1	43				31.96
Moore, J. E	do	1,146	35.00	23	3	50				35.00
Murphy, U	do	1,109	35.00	19⅞	2¼	55				29.78
Oleary, M	do	897	35.00	22½	1	40				31.62
Stoops, K	do	1,444	35.00	23	3	62				35.00
Sebastain, M. S	do	1,180	35.00	21¾	1	53				30.62
Simpson, A	do	1,182	35.00	23	3	53				35.00
Spencer, A. E	do	1,153	35.00	23	3	50				35.00
Staub, J	do	550	35.00	10	2¼	55				16.49
Stumpf, P	do	1,496	35.00	23	3	65				35.00
Tenley, A	do	1,403	35.00	22½	3½	62				35.00
Turner, H. H	do	869	35.00	18	2¼	48				27.26
Van Alstine, M. F	do	367	35.00	7	------	52				9.42
Whaley, M	do	1,093	35.00	21	1	52				29.61
Beekman, A	do	802	35.00	21	1	40				29 61
Wilson, E	do	1,420	35.00	22	4	64				35.00
Yingling, B. H	do	1,249	35.00	22¼	3¾	56				35.00
Young, L. L	do	1,152	35.00	23	2¼	52				34.00
Poe, E	do	1,373	35.00	22	2¼	62				32.64
Thiel, R	do	1,158	35.00	18	2	64				26.92

Name.	Occupation.	Number of bags repaired.	Rate of pay per bag.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during December.	Amount received from leaves.	Amount received for darning.	Amount received from sewing.	Total amount received.	Remarks.
Females.											
Emmerson, V	Stringer	6,398	$0.006	23	1	239	$1.43		$38.39	$39.82	
Maddux, H	do	7,071	.006	23	3	241	4.34		42.43	46.77	
Adams, R. E	Hand sewer	912	.03½	23	1	38	1.33		31.92	33.25	
Blades, A	do	961	.03½	22½	1	46	1.61		33.63	35.24	
Beylan, M	do	704	.03½	20	1	31	1.08		24.64	25.72	
Bush, M. E	do	684	03½	17	1	44	1.54		23.94	25.48	
Collins, M	do	1,048	.03½	23	1	48	1.68		36.68	38.36	
Cumberland, M. E	do	877	.03½	19	3	46	4.83		30.69	35.52	
Dalton, A. G	do	1,127	.03½	23	1	49	1.71		39.44	41.15	
Davoreu, M	do	1,123	.03½	23	3	49	5.14		89.30	44.44	
Ellison, E. M	do	1,036	.03½	23	1	46	1.61		36.26	37.87	
Freeman, A. S	do	869	.03½	18	2¼	48	3.78		30.41	34.19	
Freelinghuysen, F	do	1,023	.03½	23	3	47	4.93		35.80	40.73	
Gardner, A. S	do	1,122	.03½	23	3	49	5.14		39.27	44.41	
Gillem, E. M	do	909	.03½	18½	1	46	1.61		31.81	33.42	

a All machine operators were paid when on their leave of absence at the rate of $35 per month, being $1.34 per day.

Pay roll of mail-bag repair shop, December, 1895—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per bag.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during December.	Amount received from leaves.	Amount received for darning.	Amount received from sewing.	Total amount received.	Remarks.
Females—Continued.											
Goldsborough, J	Hand sewer	790	$0.03½	22¾	1	31	$1.08		$27.65	$28.73	
Heygister, A. *a*	do	738	.03½	20½	5½	49	9.45		25.83 14.14	49.42	
Heims, C	do	1,109	.03½	22¾	3¼	49	5.56		38.81	44.37	
Jenning, E	do	994	.03½	21¾	3½	47	5.77		34.79	40.56	
Jay, E	do	1,100	.03½	23	3	48	5.04		38.50	43.54	
Kennedy, M. A	do	1,060	.03½	21½	4½	49	7.73		37.10	44.83	
Lacy, E	do	808	.03½	20	1	47	1.64		28.28	29.92	
McKee, A. R	do	1,068	.03½	22¾	3¼	48	5.46		37.38	42.84	
Pamphilion, A. E	do	555	.03½	20	1	25	.87		19.42	20.29	
Poole, E	do	1,030	.03½	22	2¾	47	6.19		36.05	42.24	
Pemphrey, A. M	do	950	.03½	22	4	*c* 85	5.95		33.25	39.20	
Robinson, A. F	do	743	.03½	18⅞	3¾	*a* 82	5.35		26.00	31.35	
Rou, T. L	do	1,072	.03½	23	3	49	5.14		37.52	42.66	
Rawlings, J. F	do	968	.03½	21¾	2¼	47	3.71		33.88	37.59	
Sisson, M. A	do	1,063	.03½	22½	2½	45	3.95		37.20	41.15	
Taylor, S. E	do	1,116	.03½	22¾	1	48	1.68		39.06	40.74	
Thompson, E. M	do	541	.03½	20	3½	32	3.92		18.93	22.85	
Van Horn, S. G	do	1,075	.03½	23	1	47	1.64		37.62	39.26	
Voigt, C. M	do	995	.03½	20¾	4	48	6.72		34.82	41.54	
Worrell, F	do	1,095	.03½	22¾	3¼	48	5.46		38.32	43.78	
Down, K	do	933	.03½	21	2¼	*b* 100	3.94		32.65	36.59	
Flaherty, M. E	do	888	.03½	18½	2¼	48	3.78		31.08	34.86	
Reed, S. A	do	731	.03½	16	1	48	1.68		25.58	27.26	
Doyle, E	do	735	.03½	16	2¼	50	3.95		25.72	29.67	
Collingsworth, M. F	do	497	.03½	16	1	36	1.26		17.39	18.65	
McCarthy, R	do	789	.03½	16	1	50	1.75		27.61	29.36	
Stevenson, E	do	763	.03½	15¾	2¼	50	3.95		26.70	30.65	
Dunn, C. M	do	584	.03½	16	1	40	1.40		20.44	21.84	
Page, A	do	432	.03½	16	1	29	1.01		15.12	16.13	
Carter, F. D	do	720	.03½	15	1	50	1.75		25.20	26.95	
Hammond, R	do	703	.03½	14¾	1	50	1.75		24.60	26.35	
Washington, E	do	700	.03½	15	2¼	50	3.95		24.50	28.45	
Washington, L. F	do	951	.03½	22	3¼	47	5.35		33.28	38.63	
Kremer, E	do	702	.03½	15	2¼	50	3.95		24.57	28.52	
Jackson, F. C	do	705	.03½	15	2¼	50	3.95		24.67	28.62	
Ingle, S	do	561	.03½	14	1	48	1.60		19.63	21.31	

Graham, B	do	693	.03½	14¾	1	45	1.57		24.25		25.82
Bonnell, I	do	670	.03½	15	2¼	49	3.85		23.45		27.30
Murphy, A	do	677	.03½	14¼	1	46	1.61		23.69		25.30
Collins, F	do	639	.03½	14⅝	2¼	49	3.85		22.36		26.21
Taylor, H. F	do	374	.03½	11	1	35	1.22		13.09		14.31
Ball, V	Hand sewer and darner.	881	.03½	22½	3½	42	5.14		30.83		38.59
		150	.01¾					2.62			
Ball, E. V. *c*	do	1,562	.01¾	20	2¼	*b* 100	3.94	27.33 7.00			38.27
Day, J	do	219	.03½	23	3	44	4.62		7.66		38.53
		1,500	.01¾					26.25			
Haussener, R	do	1,022	.03½	22½	1⅞	49	3.25		35.75		42.12
		175	.01¾					3.10			
Kiely, M	do	791	.03½	21¾	3½	*b* 80	4.90		27.68		35.40
		161	.01¾					2.82			
Maugan, U. V	do	883	.03½	22¾	3¼	49	5.56		30.90		47.25
		184	.01¾					3.22			
		d 1,262	.006					7.57			
Murphy, C. L	do	909	.03½	22¾	1	36	1.26		31.81		35.57
		143	.01¾					2.50			
O'Dea, M	do	803	.03½	21¾	1	*b* 85	1.49		28.10		32.56
		171	.01¾					2.97			
O'Sullivan, B	do	983	.03½	23	3	49	5.14		34.40		47.35
		d 1,302	.006					7.81			
Shaw, L. A	do	639	.03½	20	2⅞	*b* 96	483		22.36		35.05
		439	.01¾					786			
Smith, E. C	do	607	.03½	21¾	1	*b* 80	140		21.24		26.58
		225	.01¾					394			
Stearns, K	do	840	.03½	20¾	1	43	150		29.41		31.96
		60	.01¾					105			
Warvin, E	do	989	.03½	21⅜	2¼	49	385		34.61		40.14
		96	.01¾					168			
Kullman, C	do	672	.03½	18	1	47	164		23.52		26.40
		71	.01¾					124			
Harrison, M. B	do	684	.03½	17	2¼	48	378		23.94		29.08
		78	.01¾					136			
Otto, A	do	397		17	1		100				
12 days, $5 per week	do								10.00		16.00
5 days, $6 per week	do								5.00		
Webster, C	do	479	.03½	15⅞	1	34	119		16.76		18.98
		59	.01¾					103			
Butler, S	do	259		16	1		100				
12 days, $5 per week	do								10.00		15.00
4 days, $6 per week	do								4.00		
Daly, M. R	do	299		16	1		100				
12 days, $5 per week	do								10.00		15.00
4 days, $6 per week	do								4.00		
Hurdle, K. A	do	189		15	1		100				
12 days, $5 per week	do								10.00		14.00
3 days, $6 per week	do								3.00		

a Eight and one-fourth days on special work, being paid at her average of $1.71 per day. *b* Darning.
c Four days' special work, being paid at average of $1.75 per day. *d* Strung.

Pay roll of mail-bag repair shop, December, 1895—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per bag.	Number of days worked	Number of days leave.	Average number of bags repaired per day during December.	Amount received from leaves.	Amount received for darning.	Amount received from sewing.	Total amount received.	Remarks.
Females—Continued.											
Lusby, A	Hand sewer and darner	444	$0.03½	14½	1	*a* 77	$1.35		$15.54	$18.34	
		83	.01					$1.45			
Sikes, R. E	....do	569	.03½	14¾	2¼	50	3.95		19.91	25.36	
		86	.01¾					1.50			
Huntress, H. L	....do	396	.03½	10¾	1⅝	49	2.80		13.81	18.41	
		100	.01¾					1.75			
Cross, A. E	Darner	2,317	.01¾	23	3	*a* 100	5.25	40.55		45.80	
Dorman, A. V	....do	2,392	.01¾	23	3	*a* 97	5.09	41.86		46.95	
Ewing, M. L	....do	1,600	.01¾	24½	1½	*a* 100	2.62	28.00		43.74	
7½ days on special work, at her average of $1.75 per day.	....do							13.12			
Frazier, L. M	....do	1,900	.01¾	23	3	*a* 100	5.25	33.27		43.77	
3½ days on special work, at her average of $1.75 per day.	....do							5.25			
Fenwick, L	....do	2,258	.01¾	23	3	*a* 83	4.36	39.51		43.87	
Gardiner, A	....do	2,268	.01¾	23	2¾	*a* 90	4.32	39.69		44.01	
Hannan, A	....do	2,155	.01¾	23	3	*a* 88	4.62	37.71		42.33	
Houghton, J	....do	2,193	.01¾	23	1	*a* 95	1.66	38.38		40.04	
Johnson, F. M	....do	2,283	.01¾	23	1	*a* 90	1.57	39.95		41.52	
McCathran, C	....do	1,186	.01¾	22¾	2½	*a* 100	4.37	20.75		44.37	
11 days on special work, at her average of $1.75 per day.	....do							19.25			
McCubbin, A	....do	2,124	.01¾	23	1	*a* 80	1.40	37.17		38.57	
Moore, B	....do	2,273	.01¾	23	1	*a* 98	1.71	39.78		41.49	
Parish, L	....do	1,229	.01¾	21¾	1	*a* 60	1.05	21.51		22.56	
Pumphrey, A	....do	2,031	.01¾	23	1	*a* 86	1.50	35.54		37.04	
Parker, W. M	....do	2,103	.01¾	22¾	3¼	*a* 83	472	36.80		41.52	
Selby, M	....do	2,193	.01¾	23	1	*a* 74	129	38.38		39.67	

Shea, M. R	do	2,269	.01¾	23	1	*a* 87	152	39.71	.....	41.23
Turnburke, H. S	do	1,309	.01¾	21	3½	*a* 60	367	22.91	.....	26.58
White, M. C	do	2,036	.01¾	23	1	*a* 84	147	35.63	.....	37.10
Whiteford, C	do	2,178	.01¾	21¾	1	*a* 101	177	38.11	.....	39.88

a Darning.

RECAPITULATION.

Male employees	$5,394.22
Female employees	5,143.87
Total	**10,538.09**

Pay roll of mail-bag repair shop, January, 1896.

[Twenty-six working days and one holiday.]

[The employees who have been on the roll one year are permitted to be absent one and one-fourth days each month thereafter with pay. Those on piecework receive pay when on leave at the rate of their three months' previous daily average.]

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during January.	Amount received from leaves.	Amount deducted for absence on work-days.	Amount received from salary or bags.	Total amount received.	Remarks.
Males.											
Cullen, E	Superintendent		$136.26	31						$136.26	
McMurray, W. F	Inspector		102.20	26	1					102.20	Inspects new pouches made by contractors.
Main, W. H	do		85.16	25	2					85.16	Inspects leather pouches repaired by leather workers.
Dunn, W	do		75.00	26	1					75.00	Inspects canvas pouches repaired by canvas workers.
McFarlane, C. J	do		75.00	26	1					75.00	Inspects work done by jute sewers, darners, and machine operators.
Brush, J. D	do		60.00	26	1					60.00	Inspects jute sent to repair shop for repairs.
Welland, F	do		60.00	26	1					60.00	Inspects leather and canvas pouches sent to repair shop for repairs.
Murdock, R. E	do		60.00	26	1					60.00	Inspects work done by jute sewers, darners, and machine operators.
Ball, W. M	do		60.00	26	1					60.00	Do.
Lambert, E. M	do		50.00	26	1					50.00	Inspects jute sent to repair shop for repairs.
Pendleton, H. U	do		50.00	26	1					50.00	Inspects work done by jute sewers, darners, and machine operators.
Stewart, H	do		68.13	26	1					68.13	Inspects jute and leather in New York post-office.
Haywood, D. C	do		60.00	24¾	2¼					60.00	In charge of the cutting of all condemned jute sacks
Goode, J	In charge of machines		75.00	26	1					75.00	
Garvey, D. L	Skilled laborer		76.65	26	1					76.65	
Richardson, W. T. *a*	Stock keeper		*b* 68.13 *c* 76.65	26	1					72.55	
Sturm, G	Shipping clerk		76.65	26	1					76.65	
Anderson, J. F	Blacksmith		81.00	22	5					81.00	
Snoots, E. F	do		75.00	25½	1½					75.00	
Davern, W	Fireman		60.00	26	1					60.00	

Gray, G	Foreman		65.00	25 7/8	1					64.70	
Donohoe, J	Engineer		94.50	24						84.00	
Allen, W	Laborer		50.00	26	1					50.00	
Ashby, V. W	do		50.00	24 3/4	2 1/4					50.00	
Burrow, W	do		50.00	27						50.00	
Carson, R	do		50.00	25	2					50.00	
Shreve, P. A	do		40.50	13	9 3/4					34.12	
Chaney, H	do		50.00	26	1					50.00	
Dameran, C. M	do		50.00	26	1					50.00	
Goodman, I. C	do		50.00	26	1					50.00	
Hagan, M. F	do		50.00	16						29.63	
Hargett, Jas. A. H	do		50.00	25	2					50.00	
Hill, E	do		50.00	26	1					50.00	
Howser, U. S	do		50.00	26	1					50.00	Employee New York post-office.
Hogan, A	do		50.00	24 7/8	2 1/8					50.00	
Kearney, G. F	do		50.00	20 3/4	2 1/4					42.59	
Kelly, J. B	do		50.00	25	1					48.15	
Kerby, F. A	do		50.00	26	1					50.00	
Lyle, R. E	do		50.00	26	1					50.00	
McCauley, W. C	do		50.00	26	1					50.00	
Rose, W. W	do		50.00	26	1					50.00	
Rowe, G. A	do		50.00	26	1					50.00	
Scott, H. C	do		50.00	25 1/2	1					49.07	
Shine, D	do		50.00	26	1					50.00	Do.
Slentz, T. S	do		50.00	25						46.30	
Stormont, G	do		50.00	26	1					50.00	Do.
Taylor, C. H	do		50.00	26	1					50.00	
Taylor, R. E	do		50.00	24	2 1/4					48.61	
Watson, C. A	do		50.00	25 7/8	1					49.77	
Moran, B. H	Boy laborer		47.25	25 3/4	1 1/4					47.25	
Barry, R. M. C	do		47.25	25 7/8	1					47.03	
Anderson, H. H	do		40.50	24 1/4	2 1/4					39.75	
Bazzuro, M	do		40.50	26	1					40.50	
Crapster, H	do		40.50	25 3/4	1 1/4					40.50	
Armstrong, W. J	Sailmaker	857		25	2	15.9	$5.58			75.30	Repaired 2 styles of pouches during the month at the rate of his average, $2.79 per day.
Fernandez, J. M	do	796		26	1	14.9	2.64			77.38	Repaired 2 styles of pouches during the month at the rate of his average, $2.64 per day.
Boston, W. T	do	508		24 7/8	2 1/8	15.8	5.78			81.97	Repaired 2 styles of pouches during the month; 1 at 14½ cents per pouch and 1 at 20 cents per pouch.
Card, W. T	do	510		25	1	16	2.75			79.23	Do.
Cromwell, L	do	508		24 7/8	2 1/8	16.9	6.15			82.34	Do.
Cromwell, H. E	do	507		24 7/8	1	16.6	2.83			78.87	Do.
Hardester, W. B	do	510		25	2	15.7	5.41			81.89	Do.
Harriss, W. E	do	510		25	2	17.8	6.07			82.55	Do.
Hopwood, G. W	do	510		25	2	16.7	6.13			82.61	Do.
Milbourne, W	do	510		25	1	16.4	2.81			79.29	Do.
Purnell, J. F	do	510		25	2	16.6	6.12			82.60	Do.

a Promoted January 16, 1896, from $800 to $900 per year. *b* Twelve days. *c* Fourteen days.

Pay roll of mail-bag repair shop, January, 1896—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during January.	Amount received from leaves.	Amount deducted for absence on work-days.	Amount received from salary or bags.	Total amount received.	Remarks.
Males—Continued.											
Ashford, E. S	Leather worker	2,723		25	2	26.3	$6.89			$92.65	Repaired 2 styles of pouches during the month; 1 at $13\frac{1}{10}$ cents per pouch and 1 at the rate of $3.44 per day.
Edwards, J. J	do	1,624		25	1	26.7	3.50			95.44	Repaired 3 styles of pouches during the month; 1 at the rate $13\frac{1}{10}$ cents per pouch and others at the rate of $3.58 per day.
Neuman, C	do	2,052		$25\frac{1}{2}$	$1\frac{1}{2}$	74.9	6.77			123.42	Repaired 3 styles of pouches during the month; 1 at the rate of 5 cents per pouch and others at rate of $4.49 per day.
Prosperi, J. E	do	2,243		26	1	29.4	3.85			110.70	Repaired 2 styles of pouches during the month; 1 at $13\frac{1}{10}$ cents per pouch, and 1 at the rate of $3.85 per day.
Farrell, T. B	do	1,381		$25\frac{1}{2}$	$1\frac{1}{2}$	30.4	5.92			108.90	Repaired 2 styles of pouches during the month; 1 at $13\frac{1}{10}$ cents per pouch, and 1 at 5 cents per pouch.
May, C. S	do	857		26	1	28.4	3.72			102.78	Do.
Dowd, J. C	do	710		26	1	26.3	3.45			96.46	Repaired 1 style of pouch during the month at $13\frac{1}{10}$ cents per pouch.
Emmons, G. H	do	667		$24\frac{1}{2}$	$2\frac{1}{2}$	25.1	7.45			94.82	Do.
Fink, C	do	457		26						59.86	Do.
Gardner, W. E	do	670		$20\frac{1}{2}$	1	28.6	3.75			91.52	Do.
Jones, W. T	do	648		26	1	23	3.01			87.89	Do.
Kehue, H	do	595		24	$2\frac{1}{2}$	22.6	6.65			84.59	Do.
La Covey, M	do	640		$23\frac{5}{8}$	1	24.6	3.14			86.98	Do.
Miner, J. B	do	686		26	1	21.2	2.78			92.64	Do.
Moran, G. E	do	637		26	1	22	2.88			86.32	Do.
O'Shea, J. C	do	417		$16\frac{5}{8}$	$2\frac{1}{2}$	27.4	8.97			63.59	Do.
Harris, J. L	do	210		$16\frac{1}{2}$		12.7				27.51	Do.
Robinson, A. G	do	188		15		12.5				24.62	Do.
Nugent, L. D	do	60		$5\frac{1}{2}$		10				7.86	Do.
Perkinson, jr., S. T	do	44		5		8.5				5.76	Do.
Linthicum, T. S	do	39		4		9.7				5.10	Do.
Peters, C	do	1,790		25	2	77	7.70			97.20	Repaired 1 style of pouch during the month at 5 cents per pouch.
Warren, L. R	do	2,073		26	1	84.4	4.22			107.87	Do.

Females.											
Fowler, H. Z	Skilled laborer		76.65	26	1					76.65	
Thomas, A. M	do		59.62	24¾	2¼					59.62	
Bryan, A. F	do		50.00	24⅞	1					46.99	
Chunn, E. M	do		50.00	26	1					a 1.92 50.00	
Heth, A. R	do		50.00	17 5/16	1					35.05	
Nierusee, A. F	do		50.00	10						18.52	
Pollock, L. D	do		50.00	24 7/16	1					46.66	
Desmond, M. A	Forewoman		50.00	24⅞	2⅛					50.00	
Degges, R	do		45.00	25¾	1¼					45.00	
Beall, M. L	Machine operator	1,310		21¼	1	62	1.34			27.54	Repaired 1 style of sacks during the month at 2 cents per sack.
Buckley, L. E	do	1,354		23	2¼	59	3.02			30.10	Do.
Bush, M	do	893		20½	1	44	1.34			19.20	Do.
Fry, M. E	do	1,171		23	1	50	1.34			24.76	Do.
Gates, M. E	do	1,211		22	2¼	55	3.02			27.24	Do.
Howard, M. E	do	140		2	1	70	1.34			4.14	Do.
Kennedy, L	do	1,197		22½	1⅝	53	2.18			26.12	Do.
Lawler, E	do	1,130		23	4	49	5.38			27.98	Do.
McCauley, F	do	850		17½	1	49	1.34			18.34	Do.
Maddox, M. E	do	864		17¾	1	49	1.34			18.62	Do.
O'Leary, M	do	1,079		23	1	47	1.34			22.92	Do.
Sebastian, M. S	do	1,116		21	1	53	1.34			23.66	Do.
Whally, M	do	1,363		23	1	59	1.34			28.60	Do.
Beekman, A	do	1,025		25	1	41	1.34			21.84	Do.
Wilson, E	do	1,472		25¼	1¾	58	2.35			31.79	Do.
Yingling, B. H	do	1,227		19¾	2½	56	3.35			27.89	Do.
Ballard, A. M	do	996		22	1	45	1.34			22.07	Repaired 2 styles of sacks during the month; 1 at 2 cents and 1 at 3 cents per sack.
Brady, M	do	1,333		21¼	2½	61	3.36			31.08	Do.
Cramer, U	do	883		21¾		41	1.34			19.44	Do.
Ellard, M	do	1,236		22	14¾	56	6.38			32.11	Do.
Fitzpatrick, M	do	1,148		21	4⅛	55	5.54			30.12	Do.
Hosmer, M. E	do	1,226		23	1	53	1.34			26.49	Do.
Hunt, I	do	1,178		22½	1⅝	52	2.18			26.99	Do.
Heymes, L. M	do	1,169		22½	2¼	52	3.02			28.21	Do.
Jarvis, L. M	do	872		19¼	1	45	1.34			19.17	Do.
Knorleme, M. E	do	877		18½	1	48	1.34			20.51	Do.
Lewis, V	do	895		18½	2¼	48	3.02			21.85	Do.
Mansfield, J. E	do	1,192		22¼	2	54	2.69			27.81	Do.
Mahan, A. R	do	950		19¾	1⅝	49	2.18			22.39	Do.
Manger, S	do	983		21	1	47	1.34			21.65	Do.
Moore, J. E	do	1,546		26	1	60	1.34			33.85	Do.
Murphy, U	do	1,267		21¾	2¼	58	3.02			29.90	Do.
Sloops, K	do	1,544		25¾	1¼	60	1.67			34.02	Do.
Simpson, A	do	1,257		25¼	1¾	50	2.35			29.12	Do.
Spencer, A. E	do	1,225		22	5	56	6.73			33.15	Do.
Slant, J	do	1,300		22½	2¼	58	3.02			30.52	Do.

a Amount due from December, 1895.

Pay roll of mail-bag repair shop, January, 1896—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during January.	Amount received from leaves.	Amount deducted for absence on work-days.	Amount received from salary or bags.	Total amount received.	Remarks.
Females—Continued.											
Stumpf, P	Machine operator	1,653		25¼	1¾	66	$2.35			$37.66	Repaired 2 styles of sacks during the month; 1 at 2 cents and 1 at 3 cents per sack.
Tenley, A	do	1,481		25	2	59	2.69			34.19	Do.
Turner, H. H	do	1,013		20	2¼	50	3.02			24.70	Do.
Young, L. L	do	1,307		23½	1	56	1.34			28.36	Do.
Poe, E	do	1,614		25¾	1¼	62	1.67			35.58	Do.
Thiel, R	do	1,560		24½	2¼	64	3.02			36.46	Do.
Fletcher, S. A	Machine operator and hand sewer.	832		25	1	40	1.34			23.47	Repaired 3 styles of sacks during the month; 1 at 2 cents, 1 at 3 cents, and 1 at 3¼ cents per sack.
Emmerson, V	Stringer	7,366		25⅞	1	285	1.44			44.63	Repaired 1 style of sack during the month at rate of $\frac{5}{10}$ cent per sack.
Maddux, H	do	8,319		26	1	320	1.45			51.36	Do.
Dalton, A. G	Hand sewer	900		21¾	2¼	41	3.85			33.10	Repaired 1 style of sack during the month at rate of 3¼ cents per sack.
Doyle, E	do	770		20½	2¼	38	3.95			28.97	Do.
Dunn, C. M	do	189		5	3½	38	4.41			10.55	Do.
Ellison, E. M	do	818		21½	2¼	38	3.64			30.22	Do.
Flaherty, M. E	do	940		23	2¼	41	3.78			34.33	Do.
Freemas, A. S	do	975		22⅞	3¼	42	5.46			37.15	Do.
Freelinghuysen, F	do	846		23	4	37	6.58			34.07	Do.
Gardner, A. S	do	982		22½	3¼	45	5.56			37.47	Do.
Gillen, E. M	do	609		14¾	1	44	1.61			21.40	Do.
Goldsborough, J	do	770		23	1	34	1.08			26.10	Do.
Graham, B	do	619		13¾	1	45	1.57			21.69	Do.
Hammond, R	do	1,024		23	2¼	45	3.95			37.23	Do.
Haussener, R	do	889		21	2¼	42	3.85			32.74	Do.
Carter, F. D	do	986		22	1⅜	45	2.45			34.49	Do.
Harrison, M. B	do	971		23	2¼	42	3.95			35.51	Do.
Heygester, A	do	839		18½	2½	45	4.37			31.64	Do.
Hews, C	do	1,031		23	3	45	5.14			38.65	Do.
Huntress, H. L	do	877		21¼	2¼	42	3.95			32.45	Do.
Ingle, S	do	775		19¼	1	40	1.68			26.87	Do.
Jackson, F. C	do	1,097		23	2¼	48	3.95			39.60	Do.
Jenning, E	do	921		22	2¼	44	3.74			33.67	Do.
Joy, E	do	931		22¾	4¼	44	7.14			37.40	Do.
Kennedy, M. A	do	937		22¼	2½	40	4.30			34.75	Do.

Kiely, M	do	844		21¾	3¼	41	4.55			31.98	Do.
Kenner, E	do	1,036		23	2¼	45	3.95			37.62	Do.
Kullman, C	do	810		22½	1	37	1.64			27.96	Do.
Lacy, E	do	480		14	1	35	1.64			17.24	Do.
Mangan, M. V	do	1,028		21⅝	2½	47	4.30			37.71	Do.
O'Dea, M	do	856		23	2¼	37	3.36			31.18	Do.
Page, A	do	868		25	1	35	1.05			29.26	Do.
Poole, E	do	886		22½	2¼	40	3.71			32.50	Do.
Reed, S. A	do	914		23	2¼	40	3.78			33.48	Do.
Sissan, M. A	do	875		21	2¼	42	3.88			32.32	Do.
Smith, E. C	do	627		19½	2¼	32	2.76			23.14	Do.
Stearns, K. A	do	871		22	1	40	1.50			29.81	Do.
Taylor, S. E	do	295		6	2	39	3.18			12.77	Do.
Voight, C. M	do	737		17½	2¼	42	3.78			27.73	Do.
Washington, E	do	1,038		22½	2¼	38	3.95			37.68	Do.
Worrell, T	do	813		20¼	3¼	40	5.46			31.88	Do.
Adams, R. E	do	871		22¾	4¼	37	5.95			32.23	Repaired 2 styles of sacks during the month; 1 at 3¼ cents and 1 at 1¼ cents per sack.
Ball, V	do	847		22⅜	3¼	38	4.55			31.69	Do.
Blades, A	do	881		22¾	2¼	37	3.64			29.98	Do.
Baylan, M	do	849		22½	1	38	1.08			27.32	Do.
Barnell, I	do	991		23	2¼	46	3.85			34.55	Do.
Bush, M. E	do	958		23	1	40	1.54			31.17	Do.
Collins, M	do	873		19⅜	1⅝	43	2.73			29.48	Do.
Collins, F	do	977		22⅞	2¼	41	3.85			34.09	Do.
Collingsworth, M. F	do	739		23	1	33	1.26			24.17	Do.
Davoren, M	do	1,058		23	3	43	5.14			36.82	Do.
Downs, K	do	638		15	2	43	3.94			29.20	Do.
McCarthy, R	do	1,280		22½	1	54	1.75			40.02	Do.
McKee, A. R	do	928		23	4	41	6.72			36.50	Do.
Murphy, C. L	do	926		20⅞	1	40	1.26			28.70	Do.
Murphy, A	do	862		21	1¾	42	2.83			30.48	Do.
O'Sullivan, B	do	1,110		23	2¾	47	4.79			38.97	Do.
Pamphion, A. E	do	721		23	1	31	1.22			23.86	Do.
Parish, L	do	667		10	1	*a* 70	1.05			8.33	Do.
Pumphey, A. M	do	942		22	3	40	4.46			32.73	Do.
Rawling, J. F	do	788		18	2¼	44	3.71			28.22	Do.
Robinson, A. F	do	778		22¾	2¼	35	3.15			28.05	Do.
Rou, T. L	do	1,047		22¾	3	44	5.25			36.40	Do.
Shaw, L. A	do	977		22	2¼	40	3.78			32.90	Do.
Stevenson, E	do	1,062		22½	2¼	45	3.95			36.42	Do.
Taylor, H. F	do	885		23	1	39	1.22			29.60	Do.
Thompson, E. U	do	648		21½	2¼	28	2.52			21.73	Do.
Van Horn, S. G	do	1,010		23	1	43	1.64			32.96	Do.
Washington, L. F	do	914		22¾	2¼	46	3.71			30.85	Do.
Webster, C	do	739		22	2¼	33	2.66			26.20	Do.
Warvin, E	do	1,004		23	2¼	46	3.85			36.10	Do.

a Darning.

Pay roll of mail-bag repair shop, January, 1896—Continued

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Number of days leave.	Average number of bags repaired per day during January.	Amount received from leaves.	Amount deducted for absence on work-days.	Amount received from salary or bags.	Total amount received.	Remarks.
Females—Continued.											
Ball, E. V	Darner	2,418		22¾	2¼	*a* 100	$3.94			$28.90	Repaired 2 styles of sacks during the month, 1 at 1 cent and 1 at 1¼ cents per sack.
Moore, B	do	2,033		21	1	*a* 97	1.71			22.04	Repaired 1 style of sack during the month, at 1 cent per sack.
Cross, A. E	Hand sewer and darner.	2,365		24	3	*a* 103	5.25			30.37	Repaired 3 styles of sacks during the month, 1 at 1 cent, 1 at 1¼ cents, and 1 at 3¼ cents per sack.
Day, J	do	1,975		23¾	3¼	*a* 88	5.00			26.26	Do.
Dorman, A. G	do	2,388		24	3	*a* 103	5.25			31.03	Do.
Fenwick L	do	2,176		25	1	*a* 95	1.45			25.71	Do.
Frazier L. M	do	2,177		25	2	*a* 95	3.43			27.93	Do.
Gardiner, A	do	2,130		24	3	*a* 94	4.72			28.07	Do.
Hannan, A	do	2,279		25	2	*a* 96	3.08			28.08	Do.
Houghlin, J	do	2,252		25	2	*a* 95	3.32			27.86	Do.
Johnson, T. M	do	2,320		24	1	*a* 102	1.57			27.30	Do.
Lusby, A	do	1,922		20⅞	1	*a* 98	1.40			22.56	Do.
McCubbin, A	do	2,172		25	1	*a* 92	1.40			25.07	Do.
Pumphrey, A	do	2,050		23¾	1	*a* 90	1.50			22.71	Do.
Parker, M. M	do	2,074		24¾	2¼	*a* 92	3.36			25.98	Do.
Selby, M	do	2,196		23½	1⅝	*a* 98	2.12			26.22	Do.
Sikes, R. E	do	2,324		24½	2¼	*a* 100	3.95			29.49	Do.
White, M. C	do	2,067		25	2	*a* 90	2.94			25.52	Do.
Whiteford, C	do	2,741		24¾	1	*a* 120	1.75			31.63	Do.
McCathran	do	1,046		9	2¼	*a* 116	3.94			14.40	Repaired 1 style of sacks during the month, at 1 cent per sack.
Shea, M. R	do	2,399		21	1	*a* 118	1.75			25.44	Repaired 4 styles of sacks during the month; 1 at $\frac{5}{10}$ cent per sack, 1 at 1 cent, 1 at 1¼ cents, and 1 at 3¼ cents per sack.
Turnburke, H. S	do	1,628		22¼	2¼	*a* 70	2.36			18.02	Do.
Ewing, M. L	do	2,047		23	1	*a* 100	1.75			26.29	Repaired 4 different styles of sacks during the month; 1 at 1 cent, 1 at 1¼ cents, 1 at 3¼ cents, and 1 at her average, $1.75 per day.

Otto, A	Machine operator and hand sewer.	823	.....	25½	1	42	1.00	.....	.....	21.67	Repaired 3 styles of sacks during the month; 1 at 3¼ cents and 1 at 2 cents per sack, and 5 days at rate of $6 per week.
Butler, S	Hand sewer	494	.....	20¾	1	25	1.00	.....	.....	17.47	Repaired 2 styles of sacks during the month; 1 at 3¼ cents per sack, and 5 days at the rate of $6 per week.
Daly, M. R	do	489	.....	20⅞	1	22	1.00	.....	.....	16.91	Repaired 2 styles of sacks during the month; 1 at 3¼ cents per sack, and 6 days at the rate of $6 per week.
Hurdle, K. A	do	137	.....	9¾	1	16	83	.....	.....	8.95	Repaired 1 style of sack during the month at the rate of $5 per week.
Dutcher, L	do	368	.....	22½	.....	17	.....	.....	.....	18.74	Repaired 1 style of sack during the month at the rate of $5 per week
Rush, M	do	103	.....	8½	.....	12	.....	.....	.....	7.08	Do.
Moseley, M	do	222	.....	13	.....	17	.....	.....	.....	10.82	Do.
Overton, C. A	do	207	.....	13	.....	16	.....	.....	.....	10.82	Do.
Loveday, A	do	206	.....	12½	.....	17	.....	.....	.....	10.42	Do.
McGurk, M. A	do	21	.....	2	.....	10	.....	.....	.....	1.67	Do.
Prince, M. V	do	30	.....	2	.....	15	.....	.....	.....	1.67	Do.

a Darning.

RECAPITULATION.

Male employees	$5,759.08
Female employees	4,515.14
Total	10,274.22

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT 123, Part 2.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 19, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE POSTMASTER-GENERAL IN CONNECTION WITH HIS LETTER OF 13TH INSTANT, ANSWERING SENATE RESOLUTION OF FEBRUARY 5, 1896, RELATIVE TO THE MAIL-BAG REPAIR SHOP OF THE POST-OFFICE DEPARTMENT.

OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., February 19, 1896.

SIR: In connection with the letter addressed to you on the 13th instant, answering Senate resolution of February 5, 1896, relative to the mail-bag repair shop of this Department, with which were inclosed abstracts of the pay rolls of the shop for December, 1895, and January, 1896, I transmit herewith an abstract from the rolls for the first fifteen days of February, 1896, which will give a clearer and better understanding of the average wages earned than will be gained from the January roll. During the latter month the shop was in an unsettled condition because of the petitions which had been sent in by the employees, and, as explained on the floor of the Senate, there was a falling off in the work done by the machine operators from January 1 to 18, at which latter date it reached the lowest mark and then began increasing until a higher average was attained during the last few days of the month. The pay roll for the first half of February demonstrates that the latter average has been, and can be, maintained.

It is proper to explain further that there was a falling off in the amount of work performed by the hand sewers in both January and the first half of February, because of the reduced number of sacks that came into the shop for repairs and their being divided among the full number of sewers. To obviate this, twenty-five women have been furloughed, covering the three different classes—machine operators, hand sewers, and darners.

Yours, respectfully,

WM. L. WILSON,
Postmaster-General.

The PRESIDENT OF THE SENATE.

Pay roll of mail-equipment shop for February 15, 1896, and estimated amount for twenty-six days' work.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Average number of bags repaired per day.	Total amount received.	Would receive payment for 26 days' work.	Remarks.
Males.								
Cullen, E	Superintendent		$127.48	15		$65.92	$127.48	
McMurray, W. F	Inspector		95.60	13		49.71	102.20	
Main, W. H	do		79.68	12⅞		41.03	85.16	
McFarlane, C. J	do		75.00	12		36.00	75.00	
Murdock, R. E	do		60.00	13		31.20	60.00	
Ball, W. M	do		60.00	13		31.20	60.00	
Brush, J. D	do		60.00	13		31.20	60.00	
Welland, F	do		60.00	13		31.20	60.00	
Pendleton, H. N	do		50.00	12		24.00	50.00	
Lambert, E. M	do		50.00	13		26.00	50.00	
Dunn, W	do		75.00	13		39.00	75.00	
Haywood, D. C	do		60.00	12⅞		30.90	60.00	
Garrey, D. L	Skilled laborer		71.70	13		37.28	76.65	
Sturm, G	Shipping clerk		71.70	13		37.28	76.65	
Richardson, W. T	Stock clerk		71.70	13		37.28	76.65	
Anderson, J. F	Blacksmith		*a* 3.00	13		39.00	78.00	
Snoots, E. F	do		75.00	13		39.00	75.00	
Donohoe, J	Engineer		*a* 3.50	7		24.50	91.00	
Prendergast, J. G	do		*a* 3.50	12		42.00	91.00	
Davern, W	Fireman		60.00	13		31.20	60.00	
Gray, G	Foreman laborers		65.00	13		31.20	65.00	
Goode, J	In charge of machine		75.00	13		39.00	75.00	
Stewart, H	Inspector		63.74	13		33.13	68.13	
Howser, U. S	Laborer		50.00	13		26.00	50.00	
Shine, D	do		50.00	13		26.00	50.00	
Stormont, G	do		50.00	13		26.00	50.00	
Allen, W	do		50.00	12		24.00	50.00	
Ashby, V. W	do		50.00	8¾		17.50	50.00	
Burrow, W	do		50.00	15		25.86	50.00	
Carson, R	do		50.00	12		24.00	50.00	
Chaney, H	do		50.00	13		26.00	50.00	
Dameron, C. M	do		50.00	13		26.00	50.00	
Goodman, I. C	do		50.00	13		26.00	50.00	
Hagan, M. C	do		50.00	13		26.00	50.00	
Hargett, J. A. H	do		50.00	8		16.00	50.00	
Hill, E	do		50.00	13		26.00	50.00	
Hogan, A	do		50.00	12½		25.00	50.00	
Kearney, G. F	do		50.00	11⅞		23.75	50.00	
Kelly, J. B	do		50.00	13		26.00	50.00	
Kerby, F. A	do		50.00	13		26.00	50.00	

Lyle, R. E	do		50.00	13		26.00	50.00	
McCauley, W. C	do		50.00	13		26.00	50.00	
Rose, W. W	do		50.00	13		26.00	50.00	
Rowe, G. A	do		50.00	13		26.00	50.00	
Scott, H. C	do		50.00	12		24.00	50.00	
Slentz, T. S	do		50.00	14		24.13	50.00	
Taylor, C. H	do		50.00	13		26.00	50.00	
Taylor, R. E	do		50.00	13		26.00	50.00	
Watson, C. A	do		50.00	9⅝		19.25	50.00	
Hanson, G	do		50.00	10		20.00	50.00	
Moran, D. H	Boy laborer		*a* 1.75	12⅞		22.53	45.50	
Barry, R. Mc	do		*a* 1.75	13		22.75	45.50	
Anderson, H. H	do		*a* 1.50	11⅞		17.81	39.00	
Bazzuro, M	do		*a* 1.50	12¾		19.12	39.00	
Crapster, H	do		*a* 1.50	10		15.00	39.00	
Shreve, P. A	do		*a* 1.50	13		19.50	39.00	
Armstrong, W. J	Sailmaker	166		9	15.9	26.70	72.54	Repaired three styles of pouches during the month at his average of $2.79 per day.
Fernandez, J. M	do	181		11	14.9	27.94	66.04	Repaired three styles of pouches during the month at his average of $2.54 per day.
Boston, W. T	do	207		12	15.8	37.34	59.45	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $3.17 per day for the others.
Card, W. T	do	186		11	15.4	33.69	58.58	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $2.92 per day for the others.
Cromwell, L	do	207		12	17.2	37.14	64.67	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $3.07 per day for the others.
Cromwell, H. E	do	207		12	17.2	37.00	64.67	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $3 per day for the others.
Hardester, W. B	do	207		12	17.2	36.72	64.67	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $2.86 per day for the others.
Harriss, W. E	do	207		11½	17.2	35.73	64.67	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $3.15 per day for the others.
Hopwood, G. W	do	186		11	16.9	33.85	63.65	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $3 per day for the others.
Milbourne, W	do	207		12	17.2	36.92	64.67	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $2.96 per day for the others.
Purnell, J. F	do	207		12	17.2	37.00	64.67	Repaired three styles of pouches during the month, being paid 14½ cents for one style and his average of $3 per day for the others.
Ashford, E. S	Leather worker	320		11¼	29.5	41.92	100.47	Repaired one style of pouch during the month at rate 13 1/10 cents per bag.
Dowd, J. C	do	327		12¼	27	42.83	91.96	Do.

a Per day.

Pay roll of mail-equipment shop for February 15, 1896, and estimated amount for twenty-six days' work—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Average number of bags repaired per day.	Total amount received.	Would receive payment for 26 days' work.	Remarks.
Males—Continued.								
Edwards, J. J	Leather worker	347		12¼	29.1	$45.45	$99.11	Repaired one style of pouch during the month at rate 13 1/10 cents per bag.
Emmons, G. H	do	321		12	26.8	42.05	91.28	Do.
Fink, C	do	268		13	20.16	35.10	70.16	Do.
Gardner, W. E	do	115		3½	32.9	15.06	112.05	Do.
Harris, J. E	do	55		4½	12.2	7.20	40.55	Do.
Jones, W. T	do	292		13	22.4	38.25	76.29	Do.
Kehue, H	do	272		12	22.6	35.63	76.99	Do.
La Covey, M	do	332		12¾	26	43.49	88.55	Do.
May, C. S	do	380		13	29.2	49.78	99.45	Do.
Miner, J. D	do	303		13	23.3	39.69	79.35	Do.
Moran, G. E	do	317		13	24.3	41.52	82.76	Do.
Nugent, L. D	do	199		12¾	15.5	26.06	44.49	Do.
Perkinson, S. T	do	184		13	14.1	24.10	48.20	Do.
Robinson, A. G	do	234		13	18	30.65	71.30	Do.
Prosperi, J. E	do	364		11¾	30.9	47.68	105.24	Do.
Linthecum, T. S	do	158		12⅝	13.1	20.69	44.61	Do.
Whalley, G. W	do	245		11	22.2	32.09	75.61	Do.
Tabeling, G	do	25		3	8.3	3.27	28.26	Do.
Warner, L. R	do	1,051		13	80	52.55	105.10	Repaired one style of pouch during month at 5 cents per pouch.
Farrell, T. B	do	492		11¾	76	48.34	98.80	Repaired two styles of pouches during the month; one style at 5 cents per pouch and one at 13 1/10 cents per pouch.
Peters, C	do	478		11¾	79	44.88	102.70	Repaired three styles of pouches during the month; one style at 5 cents per pouch and the others at the rate of his average of $3.66 per day.
Neuman, C	do	292		11½	83.4	50.39	107.92	Repaired three styles of pouches during the month; one style at 5 cents per pouch and the others at rate of his average of $4.49 per day.
Females.								
Beall, M. L	Machine operator	546		9¾	78	14.26	40.56	Repaired two styles of pouches during the month; one style at 2 cents per bag and one at her average of $1.22 per day.
Buckley, L. E	do	756		12	75	17.48	39.00	Repaired two styles of sacks during the month; one style at 2 cents per sack and one at her average of $1.18 per day.
Wilson, E	do	770		11¾	73	17.76	37.96	Repaired two styles of sacks during the month; one style at 2 cents per sack and one at her average of $1.16 per day.

Ballard, A. M	do	748		12	62	14.96	32.24	Repaired one style of sack during the month at 2 cents per sack.
Brady, M	do	877		10½	83	17.54	43.16	Do.
Bush, M	do	583		10¾	54	11.66	28.08	Do.
Cramer, N	do	682		11¾	58	13.64	30.16	Do.
Ellard, M	do	930		12	77	18.60	40.04	Do.
Fitzpatrick, M	do	898		12	74	17.96	38.48	Do.
Fry, M. E	do	697		12	58	13.94	30.16	Do.
Gates, M. E	do	833		12	69	16.66	33.48	Do.
Hosmer, M. E	do	688		10	68	13.76	35.36	Do.
Hunt, I	do	687		9¾	69	14.39	35.88	Do.
Heymes, L. M	do	901		12	75	18.02	39.02	Do.
Jarvis, L. M	do	525		9⅛	58	10.50	30.16	Do.
Kennedy, L	do	808		11	73	16.16	37.96	Do.
Knorleine, M. E	do	586		9	65	11.72	33.80	Do.
Lawler, E	do	758		12	63	15.16	32.76	Do.
Lewis, V	do	313		5	62	6.86	32.24	Do.
Mansfield, J. E	do	753		12	63	15.06	32.76	Do.
Maddox, M. E	do	619		11	56	12.38	29.12	Do.
Mahan, A. R	do	594		8½	69	12.48	35.88	Do.
Manger, S	do	742		12	62	14.84	32.24	Do.
Moore, J. E	do	878		11	79	17.56	41.08	Do.
Murphy, N [1]	do	692		11	62	13.84	32.24	Do.
Oleary, M	do	633		11	57	12.66	29.64	Do.
Oler, L	do	824		11	75	16.48	39.02	Do.
Otto, A	do	796		13	61	15.92	31.72	Do.
Poe, E	do	972		11	88	19.44	45.76	Do.
Sebastain, M. S	do	728		11	66	14.56	34.32	Do.
Simpson, A	do	885		13	68	17.70	35.24	Do.
Spencer, A. E	do	808		10¾	75	17.56	39.00	Do.
Staub, J	do	579		9	64	11.58	33.28	Do.
Stoops, K	do	867		12	72	17.34	37.44	Do.
Stumpf, P	do	1,123		12¾	88	22.46	45.76	Do.
Tenley, A	do	1,144		13	88	22.88	45.76	Do.
Thiel, R	do	1,112		12	93	22.24	48.36	Do.
Turner, H. H	do	768		11	70	15.36	36.40	Do.
Whally, M	do	673		11¾	58	13.46	30.16	Do.
Young, L. L	do	718		9¾	74	14.36	38.48	Do.
Beekman, A	do	812		12¾	64	16.24	33.28	Do.
Hunter, G	do	52		3	17	3.00	26.00	Repaired one style of sack during the month and paid at rate of $6 per week.
Overton, C. A	do	318		12	35	12.00	26.00	Repaired two styles of sacks during the month, for which she was paid at the rate of $1 per day.
Blades, A	Hand sewer	297		8¼	33	9.65	27.88	Repaired one style of sack during the month at rate of 3¼ cents per sack.
Butler, S	do	213		7¾	27	6.92	22.81	Do.
Carter, F. D	do	355		8½	41	11.54	34.65	Do.
Collins, M	do	330		8¾	38	10.72	32.11	Do.
Collins, F	do	348		8½	40	11.31	33.80	Do.
Dalton, A. G	do	309		8¾	35	10.04	29.57	Do.
Daly, M. R	do	211		7¾	27	6.86	22.81	Do.
Davoren, M	do	70		2	35	2.27	29.57	Do.

Pay roll of mail-equipment shop for February 15, 1896, and estimated amount for twenty-six days' work—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Average number of bags repaired per day.	Total amount received.	Would receive payment for 26 days' work.	Remarks.
Females—Continued.								
Doyle, E	Hand sewer	324		8	40	$10.53	$33.80	Repaired one style of sack during the month at rate of 3¼ cents per sack.
Ellison, E. M	do	285		8	36	9.26	30.42	Do.
Flaherty, M. E	do	360		9	40	11.70	33.80	Do.
Fletcher, S. A	do	215		6¾	32	6.99	27.04	Do.
Freemas, A. S	do	210		6¼	34	6.82	28.73	Do.
Freelinghuysen, F	do	311		8¾	36	10.11	30.42	Do.
Gardner, A. S[1]	do	277		6½	43	9.00	36.33	Do.
Gillem, E. M	do	187		3¾	50	6.08	42.25	Do.
Goldsborough, J	do	257		8¾	29	8.35	24.50	Do.
Graham, B	do	209		6½	32	6.79	27.04	Do.
Hammond, R	do	350		7½	47	11.37	39.71	Do.
Hausseuer, R	do	330		8¼	40	10.72	33.80	Do.
Harrison, M. B	do	329		9	37	10.69	31.26	Do.
Hems, C	do	123		3	41	4.00	34.65	Do.
Heygister, A	do	201		5¾	35	6.53	29.57	Do.
Huntress, H. L	do	311		7¾	40	10.11	33.80	Do.
Ingle, S	do	283		7½	38	9.20	32.11	Do.
Jackson, F. C	do	335		7	48	10.89	37.31	Do.
Jenning, E	do	291		8	36	9.46	30.42	Do.
Joy, E	do	336		9	37	10.92	31.26	Do.
Kennedy, M. A	do	274		9	30	8.90	25.35	Do.
Keily, M	do	267		7	38	8.68	32.11	Do.
Kenner, E	do	362		9	40	11.76	33.80	Do.
Keillman, C	do	268		9	30	8.71	25.35	Do.
Lacy, E	do	319		9	35	10.37	29.57	Do.
Mangan, N. V	do	331		7¼	43	10.76	36.33	Do.
McCarthy, R	do	438		8	55	14.23	43.47	Do.
McKee, A. R	do	321		7¾	40	10.43	33.80	Do.
Murphy, C. L	do	238		6⅛	38	7.73	32.11	Do.
Murphy, A	do	226		7	32	7.34	27.04	Do.
O'Dea, M	do	271		7¾	35	8.81	29.57	Do.
O'Sullivan, B	do	237		6¾	35	7.70	29.57	Do.
Page, A	do	321		6¾	48	10.43	37.31	Do.
Pamphelion, A. E	do	214		8	27	6.96	22.81	Do.
Poole, E	do	454		13	35	14.75	29.57	Do.
Pumphery, A. M[2]	do	418		12⅛	33	13.58	27.88	Do.
Rawling, J. F	do	376		11	34	12.22	28.73	Do.
Reed, S. A	do	469		13	36	21.74	30.42	Do.
Robinson, A. F	do	388		13	30	12.61	25.35	Do.

Rout, L	do	454		11¾	39	14.75	32.95	Do.
Sesson, M. A	do	465		12¼	38	15.11	32.11	Do.
Smith, E. C	do	429		8½	50	13.94	42.25	Do.
Stearns, K. A	do	315		9½	33	10.24	27.88	Do.
Stevenson, E	do	477		12¾	37	15.50	31.26	Do.
Taylor, H. F	do	538		12¾	42	17.48	35.49	Do.
Van Horn, S. G	do	474		12¾	37	15.40	31.26	Do.
Voigt, C. M	do	311		9¼	34	10.11	28.73	Do.
Washington, L. F	do	491		12¼	38	15.96	32.11	Do.
Washington, E	do	477		12¼	39	15.50	32.95	Do.
Warvin, E	do	477		10⅜	46	15.50	38.87	Do.
Worrell, T	do	455		11½	40	14.79	33.80	Do.
Ball, V	do	292		8¾	33	9.49	27.88	Do.
Boylan, M	do	291		8¾	33	9.46	27.88	Do.
Bonnell, I	do	248		6¾	36	8.06	30.42	Do.
Adams, R. E	Hand sewing and darning.	568		9	a90	9.38	29.25	Repaired two styles of sacks during the month; one style at 3¼ cents and one at 1¼ cents per sack.
Bush, M. E	do	815		9	a90	12.12	29.25	Do.
Collinsworth, M. F	do	620		9	a90	10.71	29.25	Do.
Emmerson, V	Stringing	3,630		13	302	21.78	47.11	Repaired one style of sack during the month at rate of six-tenths cent per sack.
Maddux, H	do	4,130		13	340	24.18	53.04	Do.
Ball, E. V	Darner	1,387		12½	110	17.34	35.75	Repaired one style of sack during the month at 1½ cents per sack.
Cross, A. E	do	1,382		12	115	17.27	37.37	Do.
Day, J	do	1,181		12¾	91	14.76	29.57	Do.
Dorman, A. V	do	1,559		13	119	19.49	38.67	Do.
Doans, K	do	975		9	88	12.19	28.60	Do.
Dunn, C. M	do	497		6	82	6.21	26.65	Do.
Ewing M. L	do	1,376		13	106	17.20	34.45	Do.
Fenwick, L	do	1,333		13	103	16.66	33.47	Do.
Frazier, L. M	do	1,201		12	100	15.00	32.50	Do.
Gardiner, A[2]	do	1,247		12	104	15.59	33.80	Do.
Hannan, A	do	1,235		12	103	15.44	33.47	Do.
Houghton, J	do	1,297		13	100	16.21	32.50	Do.
Johnson, T. M	do	1,315		12	110	16.44	35.75	Do.
Lusby, A	do	1,073		9⅜	114	13.41	37.05	Do.
McCubbin, A	do	1,207		13	93	15.09	30.22	Do.
Moore, B	do	651		6	108	8.14	35.15	Do.
Pumphry, A[1]	do	1,012		12	85	12.65	27.62	Do.
Parker, M. M	do	1,292		13	99	16.15	32.17	Do.
Selby, M	do	1,196		12	100	14.95	32.50	Do.
Shaw, L. A	do	750		12½	102	9.37	33.15	Do.
Shea, M. R	do	1,236		11½	107	15.45	34.77	Do.
Sikes, R. E	do	1,372		13	106	17.15	34.45	Do.
Thompson, E. N	do	589		12½	81	7.36	26.32	Do.
Turnburke, H. S	do	671		11	61	8.39	19.82	Do.
White, M. C	do	1,101		13	85	13.76	27.62	Do.
Whiteford, C	do	1,331		11	121	16.64	39.32	Do.

a Darning.

Pay roll of mail-equipment shop for February 15, 1896, and estimated amount for twenty-six days' work—Continued.

Name.	Occupation.	Number of bags repaired.	Rate of pay per month.	Number of days worked.	Average number of bags repaired per day.	Total amount received.	Would receive payment for 26 days' work.	Remarks.
Females—Continued.								
Webster, C	Sewing, darning, and stringing.	1,841		12½	82	$10.48	$26.65	Repaired three styles of sacks during the month; one at six-tenths cents, one at 1¼ cents, and one at 3¼ cents per sack.
Dutcher, L	Hand sewer, on trial	257		10½	25	10.25	26.00	Repaired one style of sack during the month and paid at rate of $6 per week.
Loveday, A	do	271		11¾	23	11.75	26.00	Do.
Prince, M. V	do	236		12	20	10.00	21.66	Repaired one style of sack during the month and paid at rate of $5 per week.
Moseley, M	do	20		1	20	.83	21.66	Do.
Rowls, M	Charwoman		$20.00	13		10.00	20.00	

RECAPITULATION.

	Total amount received.	Payment for 26 days at same rate would be—
Male employees	$2,843.13	$5,944.40
Female employees	1,800.05	4,629.42
Total	4,643.18	10,573.82

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 124.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 17, 1896.—Ordered to be printed.

Mr. TELLER presented the following

RESOLUTION OF THE CAMDEN COUNTY, N. J., FARMERS' INSTITUTE FAVORING THE FREE AND UNLIMITED COINAGE OF SILVER.

RESOLUTION.

[Adopted February 10, 1896.]

To the United States Senate:

Whereas the fall in prices of farm products of late years has destroyed the profits of farming; and

Whereas the era of falling prices, from which all classes suffer, was inaugurated with the demonetization of silver; and as silver has been gradually discarded as a money metal prices have fallen farther and farther; and

Whereas, in view of the fact that there is no room for doubt that the fall in prices is in a great part due to the increasing value of gold, caused by the closing of the mints to silver, thus throwing upon gold the burden of effecting the world's exchange, it is apparent that the fall in prices can not be checked and prosperity can not be restored until silver is again restored to its place as money, sharing equally with gold the money function; and

Whereas depreciation curtails production, the accumulation of unsaleable produce in the hands of farmers, even while the wage-earning classes in the great cities are insufficiently supplied with food, as the result of enforced idleness and lower wages, with consequent suffering and distress, are inseparable from an appreciating standard of value; and

Whereas it is apparent wealth will be rapidly centered in the hands of the few, that our social order will crumble, and retrogression take the place of progress unless the falling of prices is checked; and

Whereas we believe that the paralysis of industry and the impoverishment of the farming classes is due to the appreciation of gold, because:

(1) With the fall in prices all debts, public and private, have become doubly burdensome. The farmer who has a mortgage on his farm, or who rents his farm, finds he is forced to part with two bushels of wheat to raise the dollar to meet the interest or rent falling due, when before one sufficed, and his more fortunate neighbor who owns his farm free of incumbrance, finds the burdens of taxes double, for taxes have not fallen with falling prices; as a result of the appreciation of gold, interest

rents, taxes are all fixed charges, and call for a greater sacrifice of the products of the farm.

(2) As prices continue to fall calculations of profits in productions fail to be realized, farmers, as other producers, find it impossible to dispose of the product of their labor at prices sufficient to recompense them for their outlay in production. All incentive to production is impaired. Consequently production falls off, with demand for labor curtailed, and enforced idleness and desolation follow.

(3) As wholesale prices are the first to fall the farmers and manufacturers are the first to suffer from falling prices, while a reduction in wages means a lower level in living, poverty and distress for all concerned, they being obliged to buy at retail prices, which are the last to fall. Much strife and ill-feeling are engendered, for falling prices make it impossible for farmers or manufacturers to pay such rate of wages as they gladly offered when receiving higher and remunerative prices, and force the paying of taxes, rent, and interest that is doubly burdensome, suffering losses from the constant depreciation in the value of their farms and stock.

(4) Investments in productive industries yielding little or no profit, the owners of money withdraw it from productive enterprises and invest it in interest-bearing bonds, so that they may reap the increased increment caused by the appreciation of the dollar. Money accumulates in the financial centers as a result, the owners of the products of labor must seek the owners of money for a market, and farmers and manufacturers are thus placed at the mercy of those who monopolize money, and who are in position to dictate prices.

(5) Finding the divergence in the value of gold and silver has caused a great stimulus to the export of agricultural products from silver-using countries—to the East Indies, the Chinese, the Japanese, the ounce of silver is as valuable as ever; the result is that they gladly sell the same amount of wheat for the ounce of silver costing 67 cents in gold to-day as when the ounce of silver was worth $1.29. To meet such competition for the European market, our farmers have been obliged to cut prices in half. If the mints were open to silver at the ratio of 16 to 1, the Englishmen, finding it no longer possible to buy silver with which for purchases made in silver-using countries at 67 cents an ounce, but be forced to pay our mints the prices, to wit, $1.29, would at once find the cost of buying in silver-using countries doubled, and he would eagerly turn to our market to buy cotton and wheat so long as the prices were not double here.

Recognizing the above as the baneful and inevitable results of gold monometallism: Therefore,

Be it resolved, That we favor the restoration of silver to its place as money, at the ratio of 16 to 1, and believing moreover that it is America's place to command, not to follow, we spurn to wait upon the consent of Great Britain as Great Britain is ruled by the creditor classes, we demand the independent action on the part of the United States to the opening of the mints to the unlimited coinage of silver at the ratio of 16 to 1.

Be it also resolved, That we strongly depreciate the abuse showered upon those Senators of the United States favorable to silver, and who, fortunately, are in the majority in that body, and we can not too strongly express our contempt for those who speak of the members forming the most august body of this nation as financial heretics, cranks, and repudiators.

That a copy of this resolution be forwarded to the United States

Senate, and that we extend to the said Senators our compliments and approval of their patriotic course in making the noble fight they are now engaged in for the preservation of the true American policy of bimetallism.

That a copy of this resolution be forwarded to the United States House of Representatives for its consideration.

Passed by an overwhelming majority, there being only four dissenting votes.

RUDOLPH BINGHAM, *Secretary.*

By request of members of the Institute the following gentlemen were authorized to forward this resolution to Hon. Henry M. Teller, of Colorado, for presentation to the Senate: Messrs. Daniel, Horner, Fenton, P. F. Mullins, and A. S. Dulin.

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 125.

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

With accompanying papers, a report from the Secretary of State answering the resolution of the Senate of January 16, 1896, addressed to him, calling for information concerning the claims against Peru of Thomas W. Sparrow, N. B. Noland, and others, members of the commission known as the Hydrographic Commission of the Amazon, employed by the Government of Peru, for compensation for their services on said commission.

FEBRUARY 17, 1896.—Referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate of the United States:

I transmit, with the accompanying papers, a report from the Secretary of State answering the resolution of the Senate of January 16, 1896, addressed to him, calling for information concerning the claims against Peru of Thomas W. Sparrow, N. B. Noland, and others, members of the commission known as the Hydrographic Commission of the Amazon, employed by the Government of Peru, for compensation for their services on said commission.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, February 14, 1896.

To the PRESIDENT:

The undersigned, Secretary of State, having received a resolution passed in the Senate of the United States on January 16, 1896, in the following words—

Resolved, That the Secretary of State be, and he is hereby, directed, if in his judgment not incompatible with the public interest, to communicate to the Senate all information which has been received by him or by the Department of State in reference to the claims of Thomas W. Sparrow, N. B. Noland, and others, members of the

Hydrographic Commission employed by the Government of Peru in 1892 (1872) against that Government for services on said commission, with the correspondence and documents bearing on the subject—

has the honor to lay before the President copies of the diplomatic correspondence exchanged between the Department and the representatives of this Government in Peru, touching the subject-matter of the said resolution, to the end that, if in the judgment of the President not incompatible with the public interest, the information may be transmitted to the Senate in answer to its aforesaid resolution.

Respectfully submitted.

RICHARD OLNEY.

DEPARTMENT OF STATE,
Washington, February 13, 1896.

CORRESPONDENCE BETWEEN THE DEPARTMENT OF STATE AND THE UNITED STATES MINISTER TO PERU.

From Department, No. 84, October 31, 1877.
From Department, No. 90, December 17, 1877.
To Department, No. 245, April 27, 1878.
From Department, No. 108, May 31, 1878.
To Department, No. 268, July 24, 1878 (two inclosures).
From Department, No. 129, January 13, 1879.
To Department, No. 300, January 22, 1879 (one inclosure).
From Department, No. 136, February 21, 1879.
From Department, No. 8, April 28, 1879.
To Department, No. 40, July 23, 1879 (one inclosure).
From Department, No. 119, April 13, 1885.
To Department, No. 31, September 18, 1885 (one inclosure).
From Department, No. 30, October 19, 1885.
From Department, No. 14, September 11, 1889.
To Department, No. 49, November 14, 1889 (one inclosure).
From Department, No. 22, December 5, 1889.
To Department, No. 56, December 20, 1889 (one inclosure).
From Department, No. 28, January 15, 1890.
To Department, No. 91, February 21, 1890.
From Department, No. 43, March 27, 1890.
From Department, No. 73, August 27, 1890.
To Department, No. 162, September 22, 1890 (one inclosure).
To Department, No. 171, October 15, 1890 (two inclosures).
To Department, No. 180, November 3, 1890.
From Department, No. 93, December 3, 1890.
From Department, No. 139, May 11, 1891.
To Department, No. 293, August 22, 1891 (two inclosures).
To Department, No. 304, October 1, 1891 (one inclosure).
To Department, No. 318, October 26, 1891.
From Department, No. 182, November 17, 1891.
To Department, No. 355, April 1, 1892 (extract) (one inclosure).
To Department, No. 357, April 8, 1892 (one inclosure).
To Department, No. 407, July 27, 1892 (one inclosure).
To Department, No. 411, August 3, 1892 (one inclosure).
From Department, No. 227, September 1, 1892.
To Department, No. 421, September 2, 1892.
To Department, No. 425, September 16, 1892 (one inclosure).
From Department, No. 235, October 27, 1892.
From Department, No. 115, June 7, 1895.
To Department, No. 223, July 15, 1895 (one inclosure).
To Department, No. 237, August 29, 1895 (one inclosure).
To Department, No. 243, September 13, 1895 (one inclosure).
From Department, No. 131, September 26, 1895.
From Department, No. 146, December 31, 1895.

Mr. Evarts to Mr. Gibbs.

No. 84.] DEPARTMENT OF STATE,
Washington, October 31, 1877.

SIR: I inclose herewith a copy of a letter* of C. G. Lee, esq., attorney for Mr. Thomas W. Sparrow, together with a copy of certain accompanying papers in relation to a claim of Mr. Sparrow against the Government of Peru.

It appears from these papers and documents that Mr. Sparrow entered into a contract with the Peruvian Government on the 1st of April, 1872, to serve for three years as a civil engineer; that the contract made by its agent, Mr. Tucker, was assented to by the Government, and Mr. Sparrow assigned to duty on the Hydrographic Commission of the Amazon, and that he served in that capacity up to the time of the dissolution of the commission, which is alleged to have occurred on the 15th of April of the present year (1877). It further appears that his compensation was fixed at the rate of 1,440 soles per annum, payable monthly, with an annuity of 90 soles per month, for such time as he might be on duty in New York, where, as it appears, the duties of his position sometimes had to be performed; and that on the 31st of October last (1876) the agents of Peru in New York, Messrs. Hobson, Hurtado & Co., from whom Mr. Sparrow had previously been in the habit of receiving his pay, declined to make further payments on account of Peru, and so notified the claimant.

At that time there seems to have been due him $1,408.26, this amount having been audited and directed to be paid by J. Pardo de Tela, the officer of the Peruvian Government charged with such duties. The amount, however, has not, as Mr. Sparrow alleges, yet been paid.

In addition to this amount, Mr. Sparrow claims for five and a half months' salary, at the rate of $210 per month, from the 18th of November, 1876, to the 15th of April, 1877, the date when the Hydrographic Commission was dissolved and his services ended, making $1,155, which, with the sum due October 31 ($1,408.26), makes the amount of his claim $2,563.26.

It is true that this claim arises out of a contract voluntarily entered into by Mr. Sparrow, and consequently belongs to that class of claims regarding which this Government does not as a rule interfere diplomatically, claimants in such cases being remitted to the remedies provided by the laws of the country with whose Government or citizens the contract is made and where it is to be executed. In the present case, however, the contract of Mr. Sparrow is directly with the Government of Peru, and it may be that that Government does not hold itself amenable to the suits of private individuals in its own tribunals. In such case, the claimant would be without legal remedy, as no mode of redress is provided for in the contract, either by arbitration or otherwise; and in that event the claim of Mr. Sparrow may properly be held to form an exception to which the general rule as to diplomatic interference would not be justly applicable.

You will therefore ascertain by proper inquiry whether or not the tribunals of Peru are open to claimants against the Government, and should you find that Mr. Sparrow can not avail himself of these means of redress, it will be proper for you to present this claim to the authorities of Peru, with a view to its speedy adjustment and payment.

Mr. Sparrow appears to have faithfully complied with his contract, and his retention in its employ long after the time limited by the agree-

* Not printed.

ment raises a strong implication that his labors were satisfactory to the authorities of Peru. His compensation, moreover, seems to have been at a very moderate rate, and his demand is limited to the net sum due at such rate of compensation.

From these facts and circumstances it is conceived that the Peruvian Government must be at once impressed with the equity and justice of the claim.

You will keep the Department advised of the result of your proceedings in relation to the matter.

I am, etc., WM. M. EVARTS.

Mr. Seward to Mr. Gibbs.

No. 90.] DEPARTMENT OF STATE,
Washington, December 17, 1877.

SIR: I transmit a copy of a letter* and of its accompaniments, of the 10th instant, addressed to this Department by Mr. N. B. Noland, of Ashland, Hanover County, Va., complaining of the delay of the Peruvian Government in paying the arrears claimed by him, under a contract with that Government, for the exploration of the river Amazon. Mr. Noland says that you are familiar with the subject. You will bring it to the notice of the minister of foreign affairs in the same way as is customary in cases of contract between a citizen of the United States and a delinquent foreign government. The debt seems to be one which it would comport with the honor of Peru to pay, if this can conveniently be done and without injustice to her other creditors.

I am, etc.,

F. W. SEWARD,
Acting Secretary.

Mr. Gibbs to Mr. Evarts.

No. 245.] LEGATION OF THE UNITED STATES,
Lima, Peru, April 27, 1878. (Received May 18.)

SIR: Referring to your dispatches Nos. 84 and 90, inclosing copies of letters of C. L. Lee, esq., attorney for Mr. Thomas W. Sparrow and N. B. Noland, in relation to claims for their services to the Peruvian Government, I have had previously several conversations with the present minister of foreign affairs, and also with his predecessor, Mr. Garcia y Garcia, in relation to these claims, and of others who served in the same commission.

The claims were acknowledged, but at the formation of the cabinet of the present administration, August, 1876, Mr. Aranivar, the new minister of the treasury, gave an order to suspend all payments until all accounts were revised.

Mr. Rospigliosi, the present minister of foreign affairs, has listened to my observations on these claims, to whom I presented a memorandum with copies of various documents pertaining to them, and promised to give attention to my request for their settlement.

On the 17th instant I called on the minister, who informed me that he thought in a few days orders would be sent to the United States for their payment. I will permit a reasonable time to pass and will again visit him and inquire what has been the result.

I am, etc., RICHARD GIBBS.

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* Not printed.

Mr. Seward to Mr. Gibbs.

No. 108.] DEPARTMENT OF STATE,
Washington, May 31, 1878.

SIR: Referring to your dispatch No. 245, of the 27th ultimo, I transmit herewith a copy of a letter* addressed to the Hon. Eppa Hunton, Member of Congress, in relation to the Noland claim on Peru.

I am, etc.,

F. W. SEWARD,
Acting Secretary.

Mr. Gibbs to Mr. Evarts.

No. 268.] LEGATION OF THE UNITED STATES,
Lima, Peru, July 24, 1878. (Received August 19.)

SIR: I beg to refer to my dispatch No. 245, in relation to claims of Mr. Thomas W. Sparrow and others for salaries due by the Peruvian Government for services rendered in the Hydrographic Commission on the Amazon River.

On the 6th instant I passed a note to the minister of foreign affairs, as per copy, and sent with it various documents in relation to these claims.

Yesterday I received an answer (copy inclosed), with translation, but I perceive that the honorable minister has included the name of J. R. Tucker. This is an error, as I did not mention that name in any of the notes passed. I now expect that the amounts will be paid, but I will still keep the claims in mind, and will learn if the promise has been carried out.

I am, etc., RICHARD GIBBS.

[Inclosure 1 in No. 268.]

Mr. Gibbs to Mr. Yrigoyen.

No. 91.] LEGATION OF THE UNITED STATES,
Lima, July 6, 1878.

SIR: I have the honor to inclose to your excellency herewith copies of various notes and memoranda relative to amounts due to certain citizens of the United States who are now in their own country, but formerly in the service of Peru as members of the Hydrographic Commission of the River Amazon and its tributaries. Their functions having ceased (two of them as long ago as January 25, 1875), and not having yet received the salaries due for their arduous services in the wild regions of the trans-Andean valleys, they have applied to me to present their claims to the attention of your excellency.

My Government has also requested me to use my good offices in their behalf, and I have no doubt that upon examination of these papers your excellency will be convinced of the justice of their request.

I have, etc., RICHARD GIBBS.

[Inclosure 2 in No. 268—Translation.]

Mr. Yrigoyen to Mr. Gibbs.

No. 22.] BUREAU OF FOREIGN AFFAIRS,
Lima, July 22, 1878.

SIR: With reference to the recommendations that your excellency was pleased to make to this bureau for the payment of the salaries earned by the American citizens,

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*Not printed.

J. R. Tucker, Nelson B. Noland, Francis L. Galt, James H. Rochelle, J. W. Sparrow, W. R. Butt, and Maurice Mesnier, in the Hydrographic Commission of the Amazon, I have the honor to communicate to your excellency that the minister of the treasury has ordered the liquidation of said debts, and as soon as the amounts are known they will be ordered to be paid.

I improve, etc.,

M. YRIGOYEN.

Mr. Evarts to Mr. Gibbs.

No. 129.] DEPARTMENT OF STATE,
Washington, January 13, 1879.

SIR: Referring to your Nos. 245 and 268 touching the claim of Thomas W. Sparrow on Peru, I have to observe that Mr. C. G. Lee, attorney for claimant, has lately addressed the Department, urging that the matter be pressed on the attention of the Peruvian Government. I have informed him that your last dispatch on the subject gave reason to suppose that the claim would soon be settled.

I am, etc.,

WM. M. EVARTS.

Mr. Gibbs to Mr. Evarts.

No. 300.] LEGATION OF THE UNITED STATES,
Lima, Peru, January 22, 1879. (Received February 15.)

SIR: I have the honor to refer to dispatch No. 268, of July 24, last, relative to the claims of Messrs. Sparrow, Noland, Galt, and others for moneys due them from the Peruvian Government for their services as members of the late Hydrographic Commission on the Amazon.

I have kept the claims in view and now inform you that I have received a communication from the minister of foreign affairs, of which I inclose copy, notifying me that the sums due will be paid through the Peruvian Government's agents at New York. Mr. Lee, attorney for Mr. Sparrow, wrote to me on the matter last December.

I have answered the note inclosed referring him to the Department for further information.

I am, etc.,

RICHARD GIBBS.

[Inclosure in No. 300.]

Mr. Irigoyen to Mr. Gibbs.

No. 3.] BUREAU OF FOREIGN AFFAIRS,
Lima, January 11, 1879.

SEÑOR MINISTER: With satisfaction I inform your excellency that through the minister of war, his excellency the President has ordered the consignees of guano in the United States to pay the members of the late Hydrographic Commission of the Amazon the sum of $11,447.63, due to them, in equal monthly payments, and the minister of the treasury has given orders for its fulfillment.

I improve this opportunity to repeat to your excellency the, etc.,

M. YRIGOYEN.

Mr. Evarts to Mr. Gibbs.

No. 136.] DEPARTMENT OF STATE,
Washington, February 21, 1879.

SIR: I have to acknowledge the receipt of your No. 300, in relation to the decision of the Peruvian Government to pay the claims of the

members of the Hydrographic Commission of the Amazon, and to say in reply that I have caused the decision to be communicated to the persons interested. I have no doubt the success of your representations in their favor will be fully appreciated.

I am, etc.,

WM. M. EVARTS.

Mr. Evarts to Mr. Christiancy.

No. 8.] DEPARTMENT OF STATE,
Washington, April 28, 1879.

SIR: Referring to Mr. Gibbs's No. 300, in reference to the payment of the claims on Peru of Messrs. Sparrow, Noland, Galt, and others, members of the Hydrographic Commission of the Amazon, I have to inform you that having communicated the substance of that dispatch to the parties interested or to their representatives on the 19th and 20th of February last, a letter has been received from Mr. C. G. Lee, attorney for Mr. Sparrow, complaining that the financial agents of Peru in New York, referred to in Mr. Gibbs's dispatch, have thus far failed to comply with orders given them to make the contemplated payments. Under these circumstances it would seem proper that you bring the matter to the attention of the Peruvian Government.

I am, etc.,

WM. M. EVARTS.

Mr. Christiancy to Mr. Evarts.

No. 40.] LEGATION OF THE UNITED STATES,
Lima, Peru, July 23, 1879.

SIR: I have the honor to inclose copies of my official notes* to the minister of foreign affairs of Peru.

I have, etc.,

J. P. CHRISTIANCY.

[Inclosure in No. 40.]

Mr. Christiancy to Mr. Yrigoyen.

LEGATION OF THE UNITED STATES,
Lima, Peru, June 2, 1879.

MR. MINISTER: Referring to your note of the 17th January last to my predecessor, Mr. Gibbs (No. 3), I have to inform you that the substance of that note having been communicated to the Secretary of State by Mr. Gibbs, and by the Department of State to the claimants (Messrs. Sparrow, Noland, Galt, and others), I am now informed by a dispatch from the Secretary of State of date of April 28, 1879, stating that a letter from the attorney for the claimants has been received by the Department, complaining that the financial agents of Peru in New York, referred to in Mr. Gibbs's dispatch, have thus far failed to comply with the orders given them to make the contemplated payments. I am therefore instructed to bring the matter to the attention of your Government.

Hoping that the payments may since have been made,

I have, etc.,

J. P. CHRISTIANCY.

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*Only one relates to this claim.

Mr. Bayard to Mr. Phelps.

No. 119.] DEPARTMENT OF STATE,
Washington, April 13, 1885.

SIR: I have received a letter from Mr. C. G. Lee, of 503½ D street, Washington, D. C., calling attention to the claim of the members of the late Hydrographic Commission of the Amazon against Peru. The history of the case may be found by reference to instructions of the Department of October 31, 1877, December 17, 1877, and April 28, 1879; as also to dispatches from Lima of April 27 and July 24, 1878, of January 22, 1879, and July 23, 1879.

. You will see by instruction No. 84, of October 31, 1877, on what grounds the claims of Mr. Sparrow and Mr. Noland were committed to the care of the legation. The claim of Mr. Francis E. Galt, of Upperville, Va., alluded to in No. 8, addressed to Mr. Christiancy on April 28, 1879, is understood to be of the same character.

You will see by that instruction that the order of the Peruvian Government to Messrs. Hobson, Hurtado & Co., reported in No. 300 of Mr. Gibbs, was not carried out, and, as they said, for want of funds. Mr. Lee now states that the claims are still unpaid.

The failure of Peru to furnish the funds required for the liquidation of the claims was perhaps due to the conditions of the late war, while the attitude of the claimants meantime, who refrained from pressing the claims, has certainly been commendable.

It is true, as observed in No. 84 of the 31st of October, 1877, that the claims arise out of contract, but, nevertheless, contracts made by these gentlemen with the Government of Peru, which that Government has recognized and ordered payment on account of.

I have submitted the correspondence in the case to the law officer of these Department, whose comments on the diplomatic sanction afforded the claims and the singular hardship which their nonpayment involves, I concur in. You will therefore use the good offices of the legation to obtain that fair and just settlement which is no less due to the character of Peru as a law-abiding and high-spirited state than it is to these considerate claimants.

I am, etc., T. F. BAYARD.

Mr. Buck to Mr. Bayard.

No. 31.] LEGATION OF THE UNITED STATES,
Lima, Peru, September 18, 1885. (Received October 15.)

SIR: On the 16th instant I addressed a note to the foreign office, of which I inclose copy, urging the claim of members of the Hydrographic Commission of the River Amazon, according to instructions in Department's No. 119, to Mr. Phelps.

I have, etc., CHAS. W. BUCK.

[Inclosure in No. 31.]

Mr. Buck to Mr. Urrsetia.

No. 9.] LEGATION OF THE UNITED STATES,
Lima, September 16, 1885.

SIR: Under date of July 6, 1878, in his No. 91, Mr. Gibbs, at that time United States minister to Peru, presented to the minister of foreign relations the claims of certain

of his countrymen who had served Peru as members of the Hydrographic Commission to survey the River Amazon and its tributaries.

On the 17th of the succeeding January, 1879, the minister of foreign relations, Señor Don M. Yrigoyen, in his No. 3 to Mr. Gibbs, acknowledged the justness of the claim, and stated that the President, through the minister of war, had ordered the consignees of guano in the United States, Messrs. Hobson, Hurtado & Co., to pay claimants the sum of $11,447.63, and stated that the minister of the treasury had given his order for fulfillment. I regret to inform you that a recent dispatch from the Secretary of State at Washington advises me that the order for payment was not carried out, as was said, for want of funds.

It is further made to appear to the Secretary of State that the said claims are still unpaid. In commenting upon it he states:

"The failure of Peru to furnish the funds required for the liquidation of the claims was, perhaps, one of the conditions of the late war; while the attitude of the claimants meantime, who refrained from pressing the claims, has certainly been commendable. It is true, as observed in No. 84 of the 31st of October, 1877, that the claims arise out of contracts, but nevertheless contracts made by these gentlemen with the Government of Peru, which that Government has recognized and ordered payment on account of.

"I have submitted the correspondence in the case to the law officer of the Department, whose comments on the diplomatic sanction afforded these claims and the singular hardship which their nonpayment involves, I concur in. You will therefore use the good offices of the legation to obtain that fair and just settlement which is no less due to the character of Peru as a law-abiding and high-spirited state than it is to these considerate claimants."

I accordingly ask your excellency's attention to this claim, as it is not one about the justice of which there appears any question, but as it originated in contract, the amounts were settled and agreed to, and payment of the same has been ordered by the Government of Peru.

I trust the prompt carrying out of that order now in satisfying the claimants, after many years of patient waiting, will only seem both just and reasonable.

I seize, etc.,

CHAS. W. BUCK.

Mr. Bayard to Mr. Buck.

No. 30.] DEPARTMENT OF STATE,
Washington, October 19, 1885.

SIR: I have to approve the tenor of your note in the matter of the claim of members of the Hydrographic Commission of the River Amazon, a copy of which you forwarded with your No. 31.

I am, etc.,

T. F. BAYARD.

Mr. Adee to Mr. Hicks.

No. 14.] DEPARTMENT OF STATE,
Washington, September 11, 1889.

SIR: By reference to instructions No. 119 of 13th of April, 1885, to Mr. Phelps, you will find a detailed statement of the long-standing claim against Peru of the various members of the Hydrographic Commission of the Amazon, and a reference to the essential previous correspondence on the subject.

The lamented death of Mr. Phelps occurring shortly after the above date, some delay attended the presentation of the subject; but as appears by Mr. Buck's No. 31, the matter was brought to the attention of the Peruvian Government in a formal note on the 16th of September, 1885.

I do not find that any answer was received by the legation, and in that case you will avail yourself of an early occasion to represent that your Government has directed you to express its sincere hope that no considerable delay will now attend the payment of these claims which was ordered so many years ago.

I inclose a copy of letter* on behalf of the heirs of one of the claimants referred to.

I am, etc.,

ALVEY A. ADEE,
Acting Secretary.

Mr. Hicks to Mr. Blaine.

No. 49.] LEGATION OF THE UNITED STATES,
Lima, Peru, November 14, 1889. (Received December 4.)

SIR: In compliance with instructions contained in Department's No. 14, of September 11, 1889, I have addressed a note to the Peruvian foreign office expressing the hope that the claims of the Hydrographic Commission against the Peruvian Government would be paid without unnecessary delay.

Inclosed herewith I send a copy of my communication on the subject, which I trust will receive the approval of the Department.

I have, etc.,

JOHN HICKS.

[Inclosure in No. 49.]

Mr. Hicks to Mr. Yrigoyen.

No. 2.] LEGATION OF THE UNITED STATES,
Lima, Peru, November 5, 1889.

SIR: It becomes my duty to call the attention of your excellency to a claim of certain citizens of the United States against the Government of Peru, which has been standing for more than a dozen years, and one which has been duly adjudicated upon and ordered paid by the Government of your excellency, and yet which remains unsettled and unpaid to this day.

On July 6, 1878, in a communication, No. 91, to the department of foreign relations, Mr. Richard Gibbs, then American minister to Peru, presented to your department the claim of certain American citizens who had previously served the Government of Peru as members of the Hydrographic Commission in the survey of the River Amazon and its tributaries. As to the merits of the claim there was evidently no dispute, for on the 17th of the succeeding January, 1879, the minister of foreign affairs, Dr. Don Manuel Yrigoyen, in his dispatch No. 3 to Mr. Gibbs, informed him that "through the minister of war His Excellency the President has ordered the consignees of guano in the United States to pay the members of the late Hydographic Commission of the Amazon the sum of $11,447.63, due to them, in equal monthly payments, and the minister of the treasury has given orders for its fulfillment."

The money thus ordered paid by your excellency's Government was never paid to the claimants. Several of them are men in reduced circumstances, some of them have died, and the others are anxiously waiting for the money that is due them.

I am advised by instruction No. 119, of April 13, 1885, from the Department of State at Washington, that the correspondence in this case has been submitted to the law officer of the Department, whose comments on the diplomatic sanction afforded these claims and the singular hardship which their nonpayment involves has been concurred in by the Department.

I am also directed by my Government, under date of September 11, 1889, to express the sincere hope that no considerable delay will now attend the payment of these claims, which was ordered so many years ago.

With, etc.,

JOHN HICKS.

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* Not printed.

Mr. Blaine to Mr. Hicks.

No. 22.] DEPARTMENT OF STATE,
Washington, December 5, 1889.

SIR: I have received your No. 49, of the 14th ultimo, in which you inclose copy of your note urging upon the Peruvian Government the payment of the claim of certain American citizens who had served that Government as members of the Hydrographic Commission in the survey of the Amazon and its tributaries.

Your action is approved.

I am, etc., JAMES G. BLAINE.

Mr. Hicks to Mr. Blaine.

No. 56.] LEGATION OF THE UNITED STATES,
Lima, Peru, December 20, 1889. (Received January 14, 1890.)

SIR: Referring to my dispatch, No. 49, of November 14, 1889, regarding the claim of the Hydrographic Commission, I have the honor herewith to transmit the reply of the Peruvian foreign office to my note of November 5, and a translation of the same.

I have, etc., JOHN HICKS.

[Inclosure in No. 56—Translation.]

Mr. Yrigoyen to Mr. Hicks.

No. 20.] LIMA, *November 23, 1889.*

SIR: In reply to the attentive note of your excellency of the 5th instant, I have the honor to state that I have asked for the necessary information from the ministry of finance, and that as soon as received it will be transmitted to your excellency.

M. YRIGOYEN.

Mr. Blaine to Mr. Hicks.

No. 28.] DEPARTMENT OF STATE,
Washington, January 15, 1890.

SIR: Your dispatch No. 56, of December 20, 1889, in relation to the claim of the Hydrographic Commission of the Amazon, has been received.

The situation has been made known to Mr. Shands, who represents the claimants.

I am, etc., JAMES G. BLAINE.

Mr. Hicks to Mr. Blaine.

No. 91.] LEGATION OF THE UNITED STATES,
Lima, Peru, February 21, 1890. (Received March 25.)

SIR: Referring to my dispatch No. 56, of December 20, in regard to the claim of the Hydrographic Commission, I have to say that I called upon the foreign office to-day and was told by the chief clerk that no reply had yet been received from the minister of the treasury on the subject.

The chief clerk admitted that the claim was perfectly correct, as it had been properly audited years ago, and that the only difficulty was the lack of funds. He expressed the belief, also, that when the new Congress meets the matter might be included by the President in his estimate for appropriations from Congress, and the money paid.

I will endeavor to keep the matter from being forgotten, and have some hope that the claim will be paid, unless a revolution upsets everything, a contingency not entirely improbable.

I have, etc.,

JOHN HICKS.

Mr. Blaine to Mr. Hicks.

No. 43.] DEPARTMENT OF STATE,
Washington, March 27, 1890.

SIR: I have received your No. 91, of the 21st ultimo, relating to the claim of the Hydrographic Commission of the Amazon against the Government of Peru. The claimants have been informed of your action and have been told that you will continue to press their claim.

I am, etc.,

JAMES G. BLAINE.

Mr. Wharton to Mr. Neill.

No. 73.] DEPARTMENT OF STATE,
Washington, August 27, 1890.

SIR: Referring to Mr. Hicks's No. 56, of December 20, 1889, and 91, of February 21, last, both relating to the claim of the Hydrographic Commission of the Amazon against the Government of Peru, you are instructed to ask the foreign office whether the treasury department has made any report to it in regard to the claim; and if not, to urge that action may be taken. Mr. Hicks stated that the justice of the claim was admitted by the officials of the foreign office.

I am, etc.,

WILLIAM F. WHARTON,
Acting Secretary.

Mr. Neill to Mr. Blaine.

No. 162.] LEGATION OF THE UNITED STATES,
Lima, Peru, September 22, 1890. (Received October 14.)

SIR: I have the honor to acknowledge receipt this morning of your instruction, No. 73, of August 27, 1890, relative to the claim of the Hydrographic Commission of the Amazon against the Government of Peru.

I at once complied with your instructions as per copy herewith of my note to the foreign office. I was unable to see Dr. Elmore, as he had gone to Congress. However, Dr. Weisse, the chief clerk, informed me that I should have a reply without delay, but not for this mail, which closes early to morrow morning.

I might mention in connection with this claim that I took a memorandum to the chief clerk of the foreign office on September 5, 1890, relative to this same subject.

I have, etc.,

RICHARD R. NEILL.

[Inclosure in No. 162.]

Mr. Neill to Mr. Elmore.

No. 26.] LEGATION OF THE UNITED STATES,
Lima, Peru, September 22, 1890.

MR. MINISTER: I have just received special instructions from my Government to again call your excellency's attention to the claim of the Hydrographic Commission of the Amazon against the Government of Peru.

I most respectfully call the attention of your excellency to the note of the Hon. John Hicks, United States minister, dated November 2, 1889, to his excellency Señor Doctor Manuel Yrigoyen, then in charge of the foreign office, urging the payment of this just claim, which was ordered so many years ago, and to the reply of the minister, No. 20, of November 23, 1889.

My Government is anxious to know whether the ministerio de hacienda has made any report in regard to this claim, and if not, expresses the hope that your excellency will make all efforts for the payment of this just claim as soon as possible.

Hoping that your excellency will keep me fully informed on this subject,

I avail myself, etc.,

RICHARD R. NEILL.

Mr. Neill to Mr. Blaine.

No. 171.] LEGATION OF THE UNITED STATES,
Lima, Peru, October 15, 1890. (Received November 14.)

SIR: I have the honor to report in connection with my No. 162, September 22, 1890, relative to the claim of the Hydrographic Commission of the Amazon against the Government of Peru, I am able to transmit to the Department a copy and a translation of a note received this day from Dr. Elmore, the minister for foreign relations, and copy of my reply to the minister's communication.

I have, etc., RICHARD R. NEILL.

[Inclosure 1 in No. 171—Translation.]

Mr. Elmore to Mr. Neill.

No. 19.] MINISTRY OF FOREIGN RELATIONS,
Lima, October 14, 1890.

SIR: In answer to the esteemed favor of your excellency, dated September 22, last, I beg to inform you that I have addressed a communication to the minister of finance, pointing out to him the necessity of asking Congress to vote the necessary funds in order to meet the credit of the Hydrographic Commission of the Amazon under Admiral Tucker.

ALBERTO ELMORE.

[Inclosure 2 in No. 171.]

Mr. Neill to Mr. Elmore.

No. 27.] LEGATION OF THE UNITED STATES,
Lima, October 16, 1890.

MR. MINISTER: I have the honor to acknowledge the receipt of your excellency's note of the 4th instant, relating to the payment of the members of the Hydrographic Commission of the Amazon.

I shall duly forward a copy of your excellency's attentive note, with a translation, to my Government, fully believing that your excellency will see that justice is done to the claimants after so many years of patient waiting.

RICHARD R. NEILL.

Mr. Hicks to Mr. Blaine.

No. 180.] LEGATION OF THE UNITED STATES,
Lima, Peru, November 3, 1890. (Received November 25.)

SIR: Referring to dispatch No. 171 from this legation, sent by Mr. Neill, October 15, 1890, I have the honor to report that I called on the minister of foreign affairs yesterday to ascertain the present status of the claim of the Hydrographic Commission. I was informed that the minister of the treasury had officially reported the claim to Congress as a just debt of the Peruvian Government, with a recommendation that the sum necessary to pay it should be included in the appropriations, but that Congress had adjourned without making the necessary appropriation. It will thus be seen that we have succeeded in getting it well advanced and nothing more can be done until the next session of Congress, which will commence on the 28th of July next.

I have, etc.,

JOHN HICKS.

Mr. Blaine to Mr. Hicks.

No. 93.] DEPARTMENT OF STATE,
Washington, December 3, 1890.

SIR: I have received your No. 180, of the 3d ultimo, stating that the minister of finance had officially communicated the claim of the Hydrographic Commission of the Amazon to Congress, which had adjourned, however, without making the necessary appropriation to pay the same.

The Department observes with satisfaction the progress thus made in this long-pending claim, and sincerely hope that on the reassembling of Congress in July next the Government of Peru may be enabled to obtain without further delay the sum necessary to liquidate this just demand.

You will give the matter attention in this sense at the proper time.

I am, etc.,

JAMES G. BLAINE.

Mr. Wharton to Mr. Hicks.

No. 139.] DEPARTMENT OF STATE,
Washington, May 11, 1891.

SIR: Referring to your No. 180, of November 3 last, concerning the claim of the Hydrographic Commission of the Amazon, I have to say that before the opening of the Peruvian Congress, which, as stated in your No. 180, will take place on July 28 next, it will be well to call the attention of the foreign office to the claim, and to urge that it may be again recommended to Congress.

I am, etc.,

WILLIAM F. WHARTON,
Acting Secretary.

Mr. Neill to Mr. Blaine.

No. 293.] LEGATION OF THE UNITED STATES,
Lima, Peru, August 22, 1891. (Received September 14.)

SIR: I have the honor to transmit for your information a copy of a note I have addressed to the Peruvian foreign office, accompanied with

a copy and a translation of Minister Elmore's reply on the next day, relative to the long-pending claim of the Hydrographic Commission of the Amazon.

I have, etc., RICHARD R. NEILL.

[Inclosure 1 in No. 293.]

Mr. Neill to Mr. Elmore.

No. 51.] LEGATION OF THE UNITED STATES,
Lima, August 19, 1891.

MR. MINISTER: I would respectfully call your excellency's attention to the notes from this legation, No. 2, of November 5, 1889; No. 27, of October 16, 1890, and No. 41, of July 16, 1891, in reference to the claim of the Hydrographic Commission of the Amazon, and kindly ask if your excellency will have this claim presented to the present Congress for its early attention.

Expressing the hope that some action will be taken in this long-pending claim, I beg to renew to your excellency the assurance of my consideration and esteem.

RICHARD R. NEILL.

[Inclosure 2 in No. 293—Translation.]

Mr. Elmore to Mr. Neill.

No. 13.] DEPARTMENT OF STATE,
Lima, August 20, 1891.

SIR: In reply to your esteemed note of yesterday, No. 51, I am pleased to inform your highness that I have at once transmitted its contents to the proper department for the decision that may be required.

I shall in due time have the honor to inform your highness of the result when obtained.

J. F. ELMORE.

Mr. Hicks to Mr. Blaine.

No. 304.] LEGATION OF THE UNITED STATES,
Lima, Peru, October 1, 1891. (Received October 27.)

SIR: Referring to my No. 179, of November 3, 1890, and Department's No. 90, of December 3, 1890, in regard to the claim of the Hydrographic Commission, I have to say that I have urged the matter upon the attention of the minister of foreign affairs and in reply he has stated that the claim has been placed before Congress by the minister of the treasury, as the amount must be appropriated by Congress. In order to bring it forcibly to the attention of Congress and get it acted upon, I have addressed to the minister of foreign affairs a note on the subject, a copy of which I inclose herewith.

I have, etc., JOHN HICKS.

[Inclosure in No. 304.]

Mr. Hicks to Mr. Elmore.

No. 58.] LEGATION OF THE UNITED STATES,
Lima, October 1, 1891.

SIR: I beg to call your excellency's attention to the debt known as the Hydrographic Commission claim, now before the honorable the Congress of Peru. Your excellency will remember that a number of American citizens, known as the Hydrographic Commission, contracted with the Peruvian Government to survey the Amazonian provinces; that the work was done in a satisfactory manner, and on the settlement it was found that the sum of $11,447.63, more or less, was due the commission; that an order was drawn for the amount, but never paid.

Subsequently, during the time when his excellency Dr. Yrigoyen was the minister for foreign relations, about the year 1879, the matter was again presented and again recognized and filed for payment, but never paid. I beg to call your excellency's attention to the fact that this is no ordinary claim; that it is a debt of honor, unquestioned and undisputed, and that every consideration of justice and equity suggests its payment. I trust that a mere reference to the foregoing facts will be sufficient to induce the high-minded and honorable members of the Chamber of Senators and Chamber of Deputies to allow the bill at once.

JOHN HICKS.

Mr. Hicks to Mr. Blaine.

No. 318.] LEGATION OF THE UNITED STATES,
Lima, Peru, October 26, 1891. (Received November 13.)

SIR: In continuation of the matter contained in my No. 304 of October 1, 1891, in regard to the claim of the Hydrographic Commission against the Government of Peru, I have to say that the Peruvian Congress has adjourned without acting upon the claim.

I have given the matter personal attention, but it was not taken up by the Congress.

The recent session of that body accomplished almost nothing in the way of business, as I have stated in my No. 317, of October 23, 1891, in this mail.

I have, etc., JOHN HICKS.

Mr. Blaine to Mr. Hicks.

No. 182.] DEPARTMENT OF STATE,
Washington, November 17, 1891.

SIR: I have received your No. 318 of the 26th ultimo, reporting the adjournment of the Congress of Peru without taking action upon the claim of the Hydrographic Commission.

You may express the regret of the Department that payment of this admittedly just obligation of Peru should be so indefinitely postponed.

I am, etc.,

JAMES G. BLAINE.

Mr. Hicks to Mr. Blaine.

[Extract.]

No. 355.] LEGATION OF THE UNITED STATES,
Lima, Peru, April 1, 1892. (Received April 22.)

SIR:

* * * * * * *

Subsequently I addressed a note to the minister of foreign affairs in regard to the claim known as that of the Hydrographic Commission and I append a copy of the same herewith.

I have, etc., JOHN HICKS.

[Inclosure in No. 355.]

Mr. Hicks to Dr. Elmore.

No. 76.] LEGATION OF THE UNITED STATES,
Lima, March 30, 1892.

SIR: I beg once more to call your excellency's attention most respectfully to the debt known as the Hydrographic Commission claim, as mentioned in my note No. 58,

to your excellency under date of October 1, I891. This is no ordinary claim involving disputed and contested points which might fairly be pleaded in extenuation of the unusual delay in settlement. On the contrary, the amount is due on contract to American citizens who periled their lives in prosecuting the work of surveying the Amazonian regions of Peru. I need not again call your excellency's attention to the fact that this amount has been audited and ordered paid; that a draft was drawn for the amount but never paid, and that subsequently it was audited a second time and ordered paid. Finally, in 1890, it was transmitted to the minister of hacienda for payment, but has not yet been paid. Your excellency will perceive that great injustice has been done these worthy men, several of whom have died since the work was done, leaving as an inheritance to their families this still unsatisfied claim against your excellency's Government.

The amount of this claim, as appears by previous correspondence on the subject with your excellency's predecessors, $11,447.63 American gold, with interest, as will be seen by reference to the note No. 3 of his excellency Dr. Manuel Yrigoyen, minister of foreign affairs, to Señor Don Ricardo Gibbs, envoy extraordinary and minister plenipotentiary of the United States, dated Lima, January 14, 1879. This amount at 6 per cent interest for fifteen years amounts to $10,302.87, which, added to the principal aforesaid, aggregates the sum of $21,450.50 American gold.

I am carrying out the wishes of my Government in expressing the hope that your excellency will so present this debt to the consideration of your Congress that it may receive early attention.

I take pleasure in renewing to your excellency the assurance of the high regard and esteem with which I have the honor, etc.,

JOHN HICKS.

Mr. Hicks to Mr. Blaine.

No. 357.] LEGATION OF THE UNITED STATES,
Lima, Peru, April 8, 1892. (Received May 2.)

SIR: Referring to my No. 355, of April 1, 1892, I transmit herewith a copy of the reply of Dr. Elmore, the minister of foreign affairs, and a translation of the same.

I can only add that I have but little confidence that the claim will be settled at present.

I have, etc., JOHN HICKS.

[Inclosure in No. 357—Translation.]

Dr. Elmore to Mr. Hicks.

MINISTER OF FOREIGN RELATIONS OF PERU,
Lima, April 5, 1892.

MR. MINISTER: I have communicated with pleasure the regret of your excellency contained in your esteemed dispatch No. 76, of the 30th ultimo. I have at once strongly recommended to the war and treasury departments the payment of this account against the Government of Peru claimed by the American Hydrographic Commission.

Shortly I shall be able to transmit to your excellency the answer which will be given by the above departments.

J. F. ELMORE.

Mr. Neill to Mr. Blaine.

No. 407.] LEGATION OF THE UNITED STATES,
Lima, Peru, July 27, 1892. (Received August 22.)

SIR: I have the honor to report that as the regular session of Congress opens to-morrow (the 28th instant), I have placed a note in the hands of his excellency Señor Larrabrue y Unanne, minister of foreign

relations here, in reference to the long-pending claim of citizens of the United States, upon the Government of Peru, known as the Hydrographic Commission of the Amazon, as per my inclosed communication.

I have, etc.,

RICHARD R. NEILL.

[Inclosure in No. 407.]

Mr. Neill to Señor Larrabrue.

LEGATION OF THE UNITED STATES,
Lima, July 27, 1892.

MR. MINISTER: I would respectfully call the attention of your excellency to the various notes from this legation as to the character of the claim known as the Hydrographic Commission of the Amazon.

I would earnestly request your excellency to have this claim again presented before the honorable Congress of Peru during the present session for its early consideration.

I express the hope that some action will soon be taken to facilitate the early and final settlement of this long-pending claim of citizens of the United States upon the Government of Peru.

I have, etc.,

RICHARD R. NEILL.

Mr. Neill to Mr. Foster.

No. 411.] LEGATION OF THE UNITED STATES,
Lima, Peru, August 3, 1892. (Received August 31.)

SIR: Referring to my No. 407, of July 27, 1892, in relation to the claim of the Hydrographic Commission of the Amazon, I have the honor to transmit for your information a reply to my note (accompanied with a translation) from the Peruvian foreign office.

I have, etc.,

RICHARD R. NEILL.

[Inclosure in No. 411.]

Señor Larrabrue to Mr. Neill.

No. 28.] FOREIGN OFFICE OF PERU, *August 2, 1892.*

MR. CHARGÉ D'AFFAIRES: I have again forwarded to the marine and treasury offices the contents of your esteemed note of the 27th ultimo, to which I have the honor to reply, and I have strongly asked for a reply regarding the matter you mention of the Hydrographic Commission of the Amazon claim, to which end I have repeated the contents of the official notes directed by this office to the said departments on the 20th of August and the 2d of October, 1891, and the 5th of April of the present year.

I hope soon to receive the information repeatedly asked for, in order to enable me to give you an answer.

E. LARRABRUE Y UNANNE.

Mr. Adee to Mr. Hicks.

No. 227.] DEPARTMENT OF STATE,
Washington, September 1, 1892.

SIR: I have received Mr. Neill's dispatch No. 411, of the 3d ultimo, in regard to the claim of the Hydrographic Commission of the Amazon.

Now that the Peruvian Congress is again in session, the Department hopes to secure intelligence that this admittedly just and long-standing claim may be satisfactorily disposed of.

You will accordingly continue your efforts to that end.

I am, etc.,

ALVEY A. ADEE,
Acting Secretary.

Mr. Hicks to Mr. Foster.

No. 421.] LEGATION OF THE UNITED STATES,
Lima, Peru, September 2, 1892. (Received September 29.)

SIR: Referring to Mr. Neill's No. 407, of July 27, 1892, and my Nos. 355, of April 1, and 357, of April 8, 1892, I have to say that in view of the action of the representatives of England, France, Germany, Spain, and Italy, in jointly urging upon the Peruvian Government the necessity of paying the just claims of citizens of those Governments, I deemed it best once more to call the attention of the Government to the claims known as that of the Hydrographic Commission.

Accordingly, on this date I forwarded to the minister of foreign affairs a note on the subject, and I inclose herewith a copy of the same.

In expressing the hope that something may come of it I can not refrain also from saying that I have but little confidence that it will be immediately paid. The Peruvian Government is not paying any of its creditors, as I have heretofore explained.

Your, etc., JOHN HICKS.

Mr. Hicks to Mr. Foster.

No. 425.] LEGATION OF THE UNITED STATES,
Lima, Peru, September 16, 1892. (Received October 22.)

SIR: Referring to my No. 421, of September 2, inclosing a copy of my note to the foreign office, in regard to the claim of the Hydrographic Commission, I now inclose herewith a copy of the reply of the minister of foreign affairs. I am satisfied that the Government will give to this claim equal attention with those of the European countries alluded to.

Should the Congress act promptly in the matter, the claim will at least be advanced toward ultimate payment. I will see that it has attention at every step and, if it is possible, to have it settled.

I have, etc., JOHN HICKS.

[Inclosure in No. 425.]

Señor Larrabrue to Mr. Hicks.

FOREIGN OFFICE,
Lima, September 10, 1892.

MR. MINISTER: I have the honor to acknowledge the receipt of your excellency's esteemed note, 101, of the 2d instant, in which the attention of this department is urged on behalf of the claim of the Hydrographic Commission of the Amazon.

As your excellency knows, these claims, which the Government considers just, will have to be submitted to Congress.

In reply, I am pleased to state to your excellency on the arrival of the time for the presentation of the said list of mentioned claims, this department will take care to include in the same the claim you mentioned in your referred note of the 2d instant.

E. LARRABRUE Y UNANNE.

Mr. Wharton to Mr. Hicks.

No. 235.] DEPARTMENT OF STATE,
Washington, October 27, 1892.

SIR: I have been gratified to receive your No. 425 of the 16th ultimo, informing me that you are advised by the Peruvian foreign office that the claim of the Hydrographic Commission of the Amazon will be presented to Congress.

I am, etc., WILLIAM F. WHARTON,
Acting Secretary.

Mr. Uhl to Mr. McKenzie.

No. 115.] DEPARTMENT OF STATE,
Washington, June 7, 1895.

SIR: Referring to Mr. Hicks's No. 425, of September 16, 1892, and previous correspondence in regard to the claim of the Hydrographic Commission of the Amazon against Peru, the justice of which has been acknowledged by the Peruvian Government, I inclose a copy of a letter* from Mr. William Shands, executor of one of the claimants, urging that the claim may be pressed to a conclusion.

You will ascertain whether there is any prospect of obtaining its payment.

I am, etc., EDWIN F. UHL,
Acting Secretary.

Mr. McKenzie to Mr. Olney.

No. 223.] UNITED STATES LEGATION,
Lima, Peru, July 15, 1895. (Received August 31.)

SIR: Referring to Department's No. 115, of June 7, 1895, inclosing a letter of Mr. William Shand's, etc., in relation to the claim of the Hydrographic Commission of the Amazon against Peru, etc., I have the honor to notify you that I have this day sent the inclosed communication to the Peruvian foreign office, and will do what I can to secure the payment of this just and long-deferred claim.

I have, etc., J. A. MCKENZIE.

[Inclosure in No. 223.]

Mr. McKenzie to Senor Candamo.

UNITED STATES LEGATION,
Lima, Peru, July 15, 1895.

MR. MINISTER: I am directed by my Government to call your excellency's attention to the fact that the long-pending claim of the Hydrographic Commission of the Amazon against Peru, the justice of which has been acknowledged by the Peruvian Government, still remains unpaid, and to urge your excellency to make presentation of the subject before the Peruvian Congress soon to assemble, and urge that body to make provision for its early payment.

This is no ordinary case. It is an absolutely just claim, and its justice has been conceded by your excellency's Government. It is a debt due on contract to American citizens, who imperiled their lives in the hazardous work of surveying the Amazonian regions of Peru.

The amount of this claim, as appears by a letter of Dr. Manuel Yrigoyen, your excellency's predecessor, to the American minister to Peru, Mr. Gibbs, of date January 17, 1879, was $11,447.63 gold, which, at 6 per cent interest for 17 years, amounts to $23,124.08 American gold.

I indulge the hope that your excellency will take such steps that there be brought about a prompt and final settlement of this long-standing and very meritorious claim.

I have, etc., J. A. MCKENZIE.

Mr. Neill to Mr. Olney.

No. 237.] UNITED STATES LEGATION,
Lima, Peru, August 29, 1895. (Received September 24.)

Sir: Referring to the claim of the Hydrographic Commission of the Amazon, I have the honor to report that as the ordinary session of

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*Not printed.

Congress opens to-morrow, I have this day placed a note in the hands of his excellency Senor Manuel Candamo, minister for foreign relations of Peru, regarding this long-pending claim of citizens of the United States upon the Peruvian Government, and respectfully asking his excellency to have the claim presented to this Congress for its early consideration, as per my inclosed note.

I have, etc., RICHARD R. NEILL.

[Inclosure in No. 237.]

Mr. Neill to Señor Candamo.

No. 56.] UNITED STATES LEGATION,
Lima, August 29, 1895.

MR. MINISTER: I would again respectfully call the attention of your excellency to the many notes from this legation regarding the payment of the long-pending claim of citizens of the United States upon the Government of Peru known as the Hydrographic Commission of the Amazon, and in view of the opening to-morrow (the 30th instant) of the ordinary session of Congress, I would respectfully ask if your excellency will have the claim presented to this Congress for its early consideration.

I avail myself, etc.,

RICHARD R. NEILL.

Mr. Neill to Mr. Olney.

No. 243.] UNITED STATES LEGATION,
Lima, Peru, September 13, 1895. (Received October 4.)

SIR: Referring to the claim known as the Hydrographic Commission of the Amazon, I have the honor to report I called the attention of the new Government here to this long-pending case, as per copy of note inclosed.

I respectfully asked the new minister for foreign relations, Dr. Porras, to be so kind as to present this case to the consideration of the Peruvian Congress, now in session, that it might receive its early attention.

I have, etc.,

RICHARD R. NEILL.

[Inclosure in No. 243.]

Mr. Neill to Mr. Porras.

No. 59.] UNITED STATES LEGATION,
Lima, September 13, 1895.

MR. MINISTER: I beg to again call the attention of your excellency's Government most respectfully to the many notes from this legation regarding the claim of American citizens against Peru known as the Hydrographic Commission of the Amazon, and the unusual delay in its settlement.

I express the hope, Mr. Minister, that you will be so kind as to present this claim to the consideration of the present Congress, that it may receive its early attention.

I avail myself, etc.,

RICHARD R. NEILL.

Mr. Olney to Mr. Neill.

No. 131.] DEPARTMENT OF STATE,
Washington, September 26, 1895.

SIR: I have received your No. 237, of August 29, 1895, inclosing copy of your note to the Peruvian foreign office urging that the claim of the

Hydrographic Commission of the Amazon should be brought before the Peruvian Congress at its present session.

I am, etc.,

RICHARD OLNEY.

Mr. Olney to Mr. McKenzie.

No. 146.] DEPARTMENT OF STATE,
Washington, December 31, 1895.

SIR: Referring to Mr. Neill's No. 243, of September 13 last, in regard to the claim of the Hydrographic Commission of the Amazon, I have to inquire whether the Government of Peru has taken any action in regard to this claim, the justice of which has been so often admitted.

I am, etc.,

RICHARD OLNEY.

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 126.

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In response to the Senate resolution of January 7, 1896, report from the Secretary of State, with an accompanying report of the special agent of the United States sent to the Fiji Islands to investigate the claims of B. H. Henry and other American citizens for certain lands alleged to have been owned by them and claimed to have been appropriated by the British Government.

FEBRUARY 17, 1896.—Referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate:

In response to the resolution of the Senate of January 7, 1896, I transmit herewith a report from the Secretary of State, with an accompanying report of the special agent of the United States sent to the Fiji Islands to investigate the claims of B. H. Henry and other American citizens for compensation for certain lands alleged to have been owned by them and claimed to have been appropriated by the British Government.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, February 14, 1896.

The PRESIDENT:

Having received by reference a resolution of the Senate of January 7, 1896, of the tenor and in the terms following, to wit—

Resolved, That the President be, and he is hereby, requested, if not incompatible with the public interests, to transmit to the Senate a copy of the report and accompanying documents of a special agent of the United States heretofore sent to the Fiji Islands to investigate the claims of B. H. Henry, of Oregon, and other American citizens for compensation for certain lands alleged to have been owned by them in said islands and claimed to have been appropriated by the British Government, which report is now on file in the Department of State—

I transmit herewith a copy of the report referred to in the resolution.

The resolution also calls for copies of the documents accompanying said report. They are not hereto appended, because their nature and extent and the amount of time and labor involved in making such copies

can not, it is believed, have been understood by the Senate in passing the resolution. The chief clerk of this Department reports that compliance with the resolution, so far as it relates to accompanying documents, involves the copying of 1,717 pages of written matter (foolscap) and 163 pages of printed matter. In addition, the documents called for comprise 44 maps and 4 British Blue Books (852 pages folio in all), two of which at least can not be supplied by the Department nor probably be obtained by purchase.

It is obvious that months must elapse before such an addition to its ordinary work can be accomplished by the limited and already overworked clerical force of this Department. It seems highly probable, too, that the attention of the Senate being drawn to the subject, the call for accompanying documents can be greatly modified without in any way prejudicing the objects which the resolution has in view. I submit this partial report upon the resolution, therefore, in the belief that in view of the facts the Senate may desire to take some action which, while leaving the resolution equally effective for its real purposes, will make its demand upon this Department less sweeping and less onerous.

Respectfully submitted.

RICHARD OLNEY.

DEPARTMENT OF STATE,
February 14, 1896.

Report of Mr. George H. Scidmore, special agent of the Department of State to investigate claims of American citizens to lands in Fiji.

No. 86.] UNITED STATES CONSULATE-GENERAL,
Kanagawa, Japan, July 3, 1893.

SIR: In compliance with the instructions of the Department numbered 29 and 30, of September 7, 1891, I have the honor to report that I left this post November 6, 1891, and, proceeding via Honolulu, Apia, and Auckland, arrived at Levuka, Fiji, January 8, 1892. I remained in Fiji until December 6, 1892, when I reembarked, and, traveling via Sydney, Hongkong, and Shanghai, returned to Kanagawa February 8, 1893.

The Department's instructions directed me to visit Fiji as special agent for the purpose of investigating the alleged claims of American citizens to lands in that colony, of which lands the claimants asserted they had been unjustly deprived by the authorities of the British Government. Concerning these claims, I was further authorized to confer with the governor of Fiji, with a view of coming to an agreement with him, so far as possible, which agreement, however, was to be ad referendum to the Department, and I was to report upon any questions wherein an agreement could not be reached.

Upon my arrival at Levuka I consulted with Commercial Agent St. John, and after obtaining some preliminary information from the consular archives and from a number of the American claimants, on January 25, 1892, at Suva had my first interview with His Excellency Sir John B. Thurston, governor of Fiji. A report of that meeting is contained in my dispatch No. 62, of February 1, 1892.

His excellency assured me that he was prepared to furnish the fullest information and render every assistance in the prosecution of my inquiry, and this assurance he fulfilled in every instance where I thereafter had occasion to apply to him. The inclosures herewith bear testimony to

the fact that my requisitions for data from the colonial records were extensive and frequent. Not only from his excellency, but from all of the officials of the colonial government with whom I came in contact, I received most courteous assistance and attention in the prosecution of this mission.

Under the circumstances which inquiry developed, it became evident that no satisfactory agreement could be reached between the governor and myself that would possibly lead to a final settlement of some of these claims. He expressed himself to me at our first meeting in very decided terms to the effect that he had always been opposed to a reopening of these cases after they had been, as he contended, duly and properly adjudicated by a competent tribunal, of which he had for a time been a member; and in one of our interviews, after I had received from him copies of the records in nearly all of the claims, he stated that he had not found a single claim among those upon my list that merited revision in the action of the governor in council. As will be seen in the inclosures herewith, the transcripts of record are accompanied by a note or memorandum expressing his opinion of the merits of each case. In some of his views I cordially concurred, but in others an agreement was impossible. A reference to each case will be necessary to an understanding of our respective positions.

My mission, therefore, became practically one of inquiry only, and to this I devoted all of the time at my disposal. And I now feel confident that the Department, after perusal of this report, will be in possession of all of the facts in the matter obtainable in Fiji and necessary to a clear comprehension of these long-standing complaints.

The following extract from my dispatch No. 65, of March 31, 1892, will indicate the method pursued in conducting part of the investigation:

Very soon after reaching Fiji I discovered that in order to obtain perfect information upon the subject of my mission personal interviews with the several claimants to land here with their witnesses and with disinterested parties would be necessary. These persons are scattered all over the Fiji group, which group, I may say, has an average diameter of 300 miles. All of the claimants are very poor and many of them old and decrepit. Very few of them, so far as I can learn, possess boats suitable for a voyage of any considerable length. There is a small steamer that calls fortnightly at a number of the islands, but were I to attempt to avail of her I should in nearly every instance be compelled to complete my journey in an open native canoe, if procurable, and in bad weather and at night put up with the far from attractive accommodations of a Fijian grass hut. I therefore assume that in such a case the Department would consider as reasonable and necessary expenses the costs of employment of a small, safe, and comfortable vessel suitable to the business in hand. The only craft answering this description that I could find was the 10-ton cutter *Malua*, belonging to Mr. W. H. Bruce, United States vice-commercial agent, which I secured and had overhauled and refitted. This being the hurricane season, and the Fijian seas with their thousands of coral reefs being at all times difficult of navigation, I employed a competent sailing master, two seamen, and a steward, who acted also as a pilot and interpreter.

In this vessel I visited nearly all of the localities in Fiji where there were American claimants, or their witnesses, or lands which were the subject of complaint. My constant companion during these voyages was Mr. Andrews A. St. John, United States commercial agent at Levuka, who in his dispatch to the Department, No. 88, of July 1, 1892, details some of the hardships and dangers encountered by us.

The last documents received from the colonial records bearing upon these claims reached me December 6, 1892, the date of my departure from Fiji, and since returning to Kanagawa a number of supplemental papers have been forwarded to me by claimants. While this investigation has been long and tedious it is trusted that the results now presented will suffice to enable the Department to make an exhaustive

examination of the several cases and reduce to the narrowest limits any questions that may call for future diplomatic action—such being the manifest object of my instructions.

HISTORY OF THE CLAIMS.

By deed of cession, dated October 10, 1874, King Cakoban (the Tui Viti) and twelve others, principal chiefs of Fiji, stipulated with Sir Hercules Robinson, representative of Her Britannic Majesty:

1. That the possession of, and full sovereignty and dominion over, the whole of the group of islands in the South Pacific Ocean known as the Fijis (and lying between the parallels of latitude of fifteen degrees south and twenty-two degrees south of the equator, and between the meridian of longitude of one hundred and seventy-seven degrees west and one hundred and seventy-five degrees east of the meridian of Greenwich), and over the inhabitants thereof, and of and over all ports, harbors, havens, roadsteads, rivers, estuaries, and other waters, and all reefs and foreshores within or adjacent thereto, are hereby ceded to, and accepted on behalf of Her said Majesty the Queen of Great Britain and Ireland, her heirs and successors, to the intent that from this time forth the said islands, and the waters, reefs, and other places as aforesaid, lying within or adjacent thereto, may be annexed to and be a possession and dependency of the British Crown.

2. That the form or constitution of Government, the means of the maintenance thereof and the laws and regulations to be administered within the said islands, shall be such as Her Majesty shall prescribe and determine.

3. That pending the making by Her Majesty, as aforesaid, of some more permanent provision for the government of the said islands, His Excellency Sir Hercules George Robert Robinson, in pursuance of the powers in him vested, and with the consent and at the request of the said Tui Viti and other high chiefs, the ceding parties hereto, shall establish such temporary or provisional government as to him shall seem meet.

4. That the absolute proprietorship of all lands not shown to be now alienated, so as to have become bona fide the property of Europeans or other foreigners, or not now in the actual use or occupation of some chief or tribe, or not actually required for the probable future support and maintenance of some chief or tribe, shall be, and is hereby declared to be vested in her said Majesty, her heirs, and successors.

5. That Her Majesty shall have power, whenever it shall be deemed necessary for public purposes, to take any land upon payment to the proprietor of a reasonable sum, by way of compensation for the deprivation thereof.

6. That all the existing public buildings, houses, and offices, all inclosures and other pieces or parcels of land now set apart or being used for public purposes, and all stores, fittings, and other articles now being used in connection with such purposes, are hereby assigned, transferred, and made over to her said Majesty.

7. That on behalf of Her Majesty, his excellency Sir Hercules George Robert Robinson promises: (1) That the rights and interests of the said Tui Viti and other high chiefs, the ceding parties hereto, shall be recognized so far as is consistent with British sovereignty and colonial form of government. (2) That all questions of financial liabilities and engagement shall be scrutinized and dealt with upon principles of justice and sound policy. (3) That all claims to titles of land, by whomsoever preferred, and all claims to pensions or allowances, whether on the part of the said Tui Viti and other high chiefs or persons now holding office under them, or any of them, shall in due course be fully investigated and equitably adjusted.

I have quoted above only such portions of the deed as bear upon the subject now in hand. A copy of the full text of the document and of Governor Robinson's proclamation announcing the assumption of sovereignty over Fiji by Her Majesty will be found with Mr. Scott's letter to me, dated December 7, 1892, herewith. (Inclosure No. 6.)

Preliminary to the execution of this deed an interview took place between King Cakoban and Governor Robinson on board H. M. S. *Dido*, during which the following statements were made, showing further the understanding arrived at by the contracting parties:

HIS EXCELLENCY. As to the land question, I have been surprised to hear that some misapprehension exists as to what might be the intentions of Her Majesty's Government with respect to land. That misapprehension, I am told, has arisen in consequence of the recent discussion in the House of Lords. You may be perfectly certain that nothing unjust will be done. What has occurred to me as the fairest way of

arranging the matter I have this morning discovered to be included in the code of laws of the Lan Confederacy, viz, that all lands which can be shown to have been fairly and honestly acquired by whites shall be secured to them; that all lands that are now in the actual use or occupation of any chief or tribe, and such land as may be necessary for the probable future support and maintenance of any chief or tribe, shall be set apart for them; and that all the residue of the land shall go to the Government, not for the personal advantage of Her Majesty or the members of any government, but for the general good, for the purposes of rule and order. The more public land there is the less necessity for taxation, the less burdensome to the people will be the maintenance of peace, the administration of justice, the building of hospitals and other institutions of public utility. For such purposes as these, and not for adding to the wealth of the Queen, is it a matter of necessity to have public land.

THE KING. I am very much pleased to hear your sentiments as to the land question, and that disputed titles will be finally adjusted. In some cases I fear both sides will suffer, but it is better that such questions should be set at rest, even at the cost of a little suffering. Of one thing I am afraid, that if we do not cede Fiji the white stalkers on the beach, the cormorants, will open their maws and swallow us up. The white residents are going about influencing the minds of Tui Cakan and other chiefs so as to prevent annexation, fearing that in case order is established a period may be put to their lawless proceedings. By annexation the two races, white and black, will be joined together, and it will be impossible to sever them; the "lacing" has come. The Fijians, as a nation, are of an unstable character, and a white man who wishes to get anything out of a Fijian, if he does not succeed in his object to-day, will try again to-morrow, until the Fijian is either worried out or overpersuaded and gives in. But law will bind us together.

One of the first official acts of the new governor of Fiji, after the signature of the deed of cession, was the prohibition of land transactions between natives and foreigners, pending the investigation of then existing titles.

Sir Arthur Hamilton Gordon was appointed governor of the new colony and entered upon his duties in the following summer. His instructions from the Earl of Carnarvon, secretary of state for the colonies, dated March 4, 1875, will be found, in part, on page 107 of the British Blue [Book?], marked A, herewith.* The following extracts relative to titles to land are selected, as they indicate the exact intentions of the British Government:

The broad principles to be followed in the difficult and very exceptional case of Fiji are:

1. That it should be declared that the whole of the land within the limits of Fiji, whether in the occupation of, or reputed or deemed to have been, prior to the cession of the islands, the property of either Europeans or natives, as well as all waste and unclaimed land, has, by virtue of the instrument which ceded to Her Majesty the possession of and full sovereignty and dominion over the whole of the islands, become absolutely and unreservedly transferred to the Crown, and that the Queen has the full power of disposing of the whole of the land in such manner as to Her Majesty may seem fit, having due regard to such interests as may be entitled to recognition under article 4 of that instrument.

2. That, with the view of disturbing as little as possible existing tenures and occupations, and of maintaining (as far as practicable and with such modifications only as justice and good policy may in any case appear to demand) all contracts honestly entered into before the cession, the Colonial Government, to which the rights of the Crown are delegated in that behalf, should forthwith require all Europeans claiming to have acquired land by purchase to give satisfactory evidence of the transactions with the natives on which they rely as establishing their title; and, if the land appears to have been acquired fairly and at a fair price, should issue to the persons accepted, after due inquiry, as owners a Crown grant in fee simple of the land to which they may appear entitled, subject to any conditions as to further payments and charges or otherwise which may appear just. * * *

3. That the native titles to land not so granted to Europeans should, in the next place, be as far as possible verified and simplified, and when it has been determined what lands are now in the occupation of or actually required for the probable future support or maintenance of chiefs and tribes, the Crown should hold such lands in trust for and leave them for the present in the occupation of the tribes, families, or chiefs by whom it is at present possessed.

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*"Fiji. Correspondence relative to land claims in Fiji. Presented to both Houses of Parliament * * * April, 1883."

4. That henceforth all dealings in land between Europeans and natives shall not only be invalid and not recognizable by any court of law, but shall be expressly forbidden by enactment; that whenever any European desires to purchase any native lands his application must be addressed to the Colonial Government, which, if it thinks fit to sanction such purchase, shall itself acquire the land and fix the price at which it shall be granted by the Crown to the applicant, and that as between Europeans no land shall be transferable except under the provisions of the ordinance for land transfer through the registration office, which it will be your duty at once to cause to be enacted on the model of the acts on this subject now in force in Australia.

5. That in all Crown grants full power shall be taken to resume at any time such land as may be required for roads or public works, and that as far as practicable such resumptions should be made before the grants are issued and specified in them.

I believe that this sketch of the principles, according to which the settlement of the land question in Fiji should be undertaken, will be found sufficient to guide you as to the general course to be taken. It will be necessary that a commission should be at once appointed, as suggested by Sir H. Robinson, to deal with the whole question of the ownership and occupation of the land. I do not propose, however, that it should be left to this commission to decide any of the broader questions of principle, such as I have already referred to. I have preferred to give you express instructions on the principal points, in order that questions may not hereafter be raised upon them in the colony, and you will refer to me for further directions on any point as to which you are not assured that you clearly understand the views of Her Majesty's Government.

In appointing the commission you should accordingly be careful not to confer upon its members any further powers than those of inquiring and reporting to you, and it will be for you, with the advice of your executive council, to direct the action to be taken in each case. It will be necessary that the commission should inquire most strictly into the claims of European occupants, which, as Her Majesty's Government has been repeatedly warned, are likely to be in many cases excessive or unfounded; and in the case of native claims, also, great care should be taken to protect the interests of the Crown by allowing no more than a fair and liberal interpretation of the fourth article of the instrument of cession, as illustrated by the conversation between Sir H. Robinson and Thakomban on the 25th of September.

As it is most important that the commission should be independent of local influence, it will be desirable that it should be composed, as far as possible, of persons unconnected with the colony prior to the cession, and the secretary for native affairs, with the royal engineer officer, who will probably be appointed to act as surveyor-general, would probably be suitable members of the commission, with, perhaps, one or two other persons who may be selected in Australia or New Zealand.

On June 26, 1875, Sir Arthur Gordon issued a notification to claimants to land to file particulars of their claims within a specified time, which was subsequently extended. On October 30, 1875, the land commission was appointed, consisting of the chief justice, Sir W. Hacketts; Lieutenant-Colonel Pratt, of the royal engineers; Mr. C. Mitchell, commissioner of land, and Mr. H. Emberson. The last-named gentleman was an old resident of Fiji, and is still in the service of the colonial government. None of the commissioners, then or afterwards, were selected from Australia or New Zealand. Subsequently appointed members were Mr. James Blyth, a stipendiary magistrate, in lieu of Mr. Emberson, July 13, 1876; Mr. W. S. Carew, May 5, 1877, and Mr. Hamilton Hunter, August, 1877, both stipendiary magistrates, old residents of the colony, and still in the Government service; Mr. A. J. L. Gordon, August, 1877, a protégé of the governor, and Mr. Mandsley, January 25, 1875, a member of the governor's personal staff. Mr. Le Hunte, a stipendiary magistrate, was appointed in May, 1877, but never served. From 1879 to the conclusion of the labors of the commission, the members were Messrs. Carew, Blyth, and Williamson, the last-named gentleman being a British barrister of high reputation and not connected with the colony.

At the earlier hearings, the commissioners sat together, but later the investigations were conducted most frequently by single commissioners sitting in different parts of the islands at the same time. The reports of investigations made by the commissioners were forwarded to the

governor in council, and considered in camera. The claimants were not permitted access to such reports, and copies were refused. Governor Gordon, in a memorandum forwarded by Governor Des Voeux, under date of July 18, 1882, with his dispatch to the Earl of Kimberley (see British Blue Book A, p. 85, herewith),* answers the complaint of the claimants on this point as follows:

> It was felt that those of the commissioners who belonged to the colony could hardly be expected to state with perfect freedom their impression of the transaction of individual claimants, unless sheltered by the knowledge that their reports would be regarded as confidential. It was, moreover, thought inexpedient that any differences of opinion between the commissioners and the council in those cases where the recommendations of the former did not coincide with the final adjudication of the latter should be made public.

This is indeed a frank and instructive admission, and, while emphasizing the propriety of Lord Carnarvon's instructions to Sir Arthur Gordon that "in appointing the commission to deal with the question, it is most important that it should be independent of local influence and composed as far as possible of persons unconnected with the colony prior to the cession," it is evidence that those instructions were disregarded.

It is a sad commentary, too, upon the character of the commissioners to assume that they had not the courage of their opinions, and that their investigations could not be safely disclosed to public comment, but needed executive "shelter." That a free man's title to his land, to his home, even, should be finally adjudicated upon in his absence, and testimony considered vitally affecting his rights in this manner, reminds one strongly of the star chamber.

The peculiar constitution of the body that dealt with these claims, it should be noted, was directed by Lord Carnarvon's personal instructions to Sir Arthur Gordon, and none of its principal powers were derived from legislation until the passage of the Ordinance No. XXV of 1879 (see British Blue Book marked A, p. 4, herewith)* by the governor and legislative council. Previous to its passage, in the language of Sir Arthur Gordon, "the governor in council strictly followed the instructions of the secretary of state," and "the question whether legislation was in the first instance necessary was carefully considered and decided in the negative by Chief Justice Sir W. Hackett."

The commission completed its work in December, 1881, having sent to the governor 1,335 reports of cases investigated. The results of these reports were as follows:

Granted as claimed	517
Disallowed as of right, but granted "ex gratia" wholly or in part, or with modification	390
Disallowed	361
Withdrawn and otherwise disposed of	56
Not finally decided	11

The methods of conducting inquiries by the land commissioners were in many instances not calculated to do full justice to claimants, and conclusions and recommendations in the reports sent to the governor were frequently erroneous. To avoid unnecessary repetition of facts hereunder, I refer for confirmation of these assertions to the inclosures herewith, particularly Mr. Scott's letter to me, No. 6, and the claim of Shute to Naidi, No. 39. A feature deserving special attention also is

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*"Fiji. Correspondence relative to land claims in Fiji. Presented to both Houses of Parliament * * * April, 1883."

that frequently the recommendations of the commissioners were not confirmed by the governor in council; but I can not find an instance among the claims herewith where the governor's opinion, when different from that of the commissioner, was favorable to the claimant. It was either the native or the Crown that benefited in such cases.

Indeed, to such an extent were disallowances decreed by the governor in council that intense and indignant protests went up from the dissatisfied claimants, the majority of whom were Americans, British, and Germans, and the colonial government was practically forced by the clamor to make a show of a desire to render impartial justice in the matter. This effort to quiet the malcontents and at the same time give an appearance of legality to the proceedings was embodied in the Ordinance XXV of 1879. The novel features of this enactment were provisions for the appointment of an additional commissioner, who was to be a barrister or advocate of seven years' standing, and, if possible, unconnected with the colony; claims to lands arising before October 10, 1874, were to be submitted to the commission for investigation within six months from the passage of the ordinance, otherwise to be barred; the governor in council was to give public notice of the decisions upon the reports of the commissioners; any person feeling himself aggrieved by any of such decisions might, within two months after publication of such notice, or, if absent from the colony, within six months thereafter, present a petition to the governor, setting forth the grounds of his objection to the decision and praying that the matter might be reheard; rehearings of decisions already made were to be petitioned for within two and six months from the passage of the ordinance; decisions of claims upon rehearing were made final and the questions involved were not to be thereafter reopened in any court of law; petitions involving any proprietary right of the Crown to lands were to be referred to the barrister member of the commission for report, and such report was to be referred to the chief justice for his opinion, and the decision of the governor in council was to be in accordance with such opinion.

This legislation did not allay the discontent, and claimants complained that what at a cursory glance looked like an appeal, was in reality nothing more nor less in nearly every case than a request to the governor in council to reverse his previous judgment, a request which they contend was invariably followed by unsatisfactory, if not disastrous, results.

Repeated representations of their grievances were made by the claimants to their respective home governments, but without results affording any relief or compensation, except in the case of the German subjects, who, in spite of the stubborn and prolonged resistance of the British Government, succeeded in having their claims reopened before joint commissioners of Germany and Great Britain. These joint commissioners sat in London during March and April, 1885, and awarded compensation to the German claimants to the extent of £10,620. The British Blue Book relating to this matter will be found herewith, marked D.*

The present governor of Fiji, Sir John B. Thurston, stated to me at Suva that he considered the settlement of these German claims more of a diplomatic compromise than a determination of right, or as establishing the fact that the governor in council had erred in his decisions. From an outsider's point of view, however, it does seem that less per

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*Further correspondence respecting claims of German subjects to lands in Fiji laid before Parliament May, 1885.

functoriness on the part of the joint commissioners would have resulted in a much larger award of damages.

The American claimants have also brought their complaints to the notice of their Government through the correspondence of the commercial agent at Levuka, but their representations were not well concerted or in tangible shape until the presentation of their petition to the President and Congress, under date of July 1, 1887. (See Inclosure No. 2.) This petition was duly forwarded to the Department, and a copy was laid before the Senate June 24, 1890, referred to the Committee on Foreign Relations, and ordered to be printed. (See Senate Mis. Doc. No. 173, Fifty-first Congress, first session.)

The claims covered by this petition, and which I have investigated, are 95 in number. The area of land disallowed, so far as the accompanying papers indicate, is 170,117 acres, but this estimate does not include 26 cases wherein the claimants were ignorant of the areas or where surveys have never been made. The total amount of the compensation demanded from the British Government, so far as ascertainable, is £234,637 (about $1,141,860.96), with interest and costs.

I come now to a discussion of the mode of treatment of claims before the governor in council, which treatment is the gravamen of the complaints.

GROUNDS ALLEGED FOR THE DISALLOWANCE OF CLAIMS.

An examination of the separate cases herewith inclosed will show that claims to land were disallowed in toto or reduced upon one or more of the following grounds:

1. Nonoccupation by claimant.
2. Adverse occupation by natives.
3. Abandonment.
4. Defective title deeds.
5. No title in vendor, or defective right of vendor.
6. Inadequacy of price.
7. Nonconcurrence of "tankeis" in sale.
8. No payment to "tankeis."

(1) *Of nonoccupation by claimant.*—It hardly seems necessary here to enter upon an extended discussion of the well-settled fundamentals of the law of real property recognized in both the United States and England, yet some of the leading principles of that law bear directly upon the subject in hand. A complete title, according to Blackstone, consists in the elements of (*a*) possession, (*b*) the right of possession, and (*c*) the right of property.

The first-mentioned element if held alone, continuously, and adverse to all the world for twenty years, would in most cases extinguish the two remaining elements in favor of second parties, and a complete title would be acquired by the occupant by operation of law, or lapse of time. There was no prescriptive term under the customs or laws of Fiji at the time of these purchases, and I should assume, as the result of my inquiries there, that a much shorter period than twenty years would establish a good title in a white occupant of land, provided the occupation was acquiesced in by the surrounding natives.

The affidavit herewith (Inclosure No. 7) of William Miller, over forty years resident in Fiji, contains the following statement:

> I know of my own knowledge that undisturbed occupation of land for agricultural or grazing purposes by a foreigner in Fiji was, up to the time of such annexation, sufficient evidence of a good title in the foreigner to said land; and I do not

know of a single instance of a foreigner taking possession of land in Fiji for said purposes, and not having purchased such land, or received it as a gift from the chief or owners, without the natives attempting to eject the foreigner by force, if they could not induce him to leave peaceably.

Mr. Ezra W. Work, resident in Fiji since the year 1855, states in his affidavit in re claim of heirs of J. H. Williams (Inclosure No. 19) that—

Up to the time of British annexation of Fiji the occupation of land in Fiji by a white man, without molestation by the natives, was considered by both whites and natives as of the very best evidence of such white man's ownership of such land. No people that I have ever met were then more jealous of and more disposed to resist trespassing upon their lands than the Fijians.

The Department's instruction to Commercial Agent St. John, No. 20, of October 9, 1888, contained a statement of one of the grounds of objection by the British Government to the reopening of these claims, as follows:

In no case was any American claimant ejected from his land, and anything approaching to real occupancy was habitually accepted by the tribunal as sufficient proof of good faith and of a previous purchase, even where documentary evidence was defective.

Sir Arthur Gordon, in his dispatch of May 25, 1880, to the colonial office (see British Blue Book marked A, p. 14, herewith),* referring to the claims of the heirs of J. B. Williams, said:

Dr. Brower's special complaint is that in two instances—those, namely, of Lanthala and Nabunociri—Mr. Williams's claims have been disallowed. Dr. Brower endeavors to show the conduct of the colonial government to be inconsistent, inasmuch as, while the Williams claim has been disallowed, a portion of land originally included in it, and consequently possessing only as good a title, but which had been sold by Williams to Mr. Hennings, has been allowed to the purchaser. Mr. Hennings's claim as to the land in question, as of right, was disallowed, but the land was granted to him in virtue of his bona fide occupation of it. This course has been followed in every case, where there is now, or was at the date of cession, bona fide occupation of the land, whether the title was originally bad or good, a striking proof of the indulgence shown by the Government in the investigation of these claims.

It should be borne in mind that Williams was for a long time resident on his claim at Lancala (Lanthala), that being the location of the American consulate.

Mr. Victor A. Williamson, chairman of the land commission, on page 60, British Blue Book, marked A, herewith,* says:

The principle which appeared to me to move the governor in council was that occupation acquiesced in by the natives was the best test of the legitimacy of the sale, and that such occupation should render valid a transaction which, perhaps, in strictness was doubtful and even bad; while, on the other hand, there might be cases in which no objection could be taken to the sale, but when the purchasers had slept upon their rights for years, leaving the natives in undisturbed possession, in which case it might be held that the neglect to occupy had been continued so long as to extinguish any rights acquired by the purchase. Such cases were, however, rare, and I can not recollect any case in which an unimpeachable sale has been wholly disallowed merely on the ground of nonoccupation. In many cases, no doubt, the reason for nonoccupation was the inability of the vendors to put their vendees in possession, owing to their right to such being disputed by the tankeis (occupiers), and many cases have come under my experience in which, had the purchasers attempted to take possession, they would in all probability have been eaten, according to the customs which then prevailed in many parts of Fiji.

To what extent the governor in council gave effect to the lex loci rei sitæ and to title by occupancy may be seen in a marked manner in the decision in the claim of the heirs of John Brown, Inclosure No. 51. Brown acquired the land from natives, as he alleged, by purchase. His

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* Fiji. Correspondence relative to land claims in Fiji. Presented to both Houses of Parliament * * * April, 1883.

deed was lost or destroyed by fire. He and his heirs enjoyed quiet possession for nearly twenty years. Area claimed, about 150 acres. Allowed 50 acres. Upon rehearing, however, without any new testimony being introduced, the claim was entirely disallowed upon the ground that "the occupation was merely according to Fijian customs and not such as to entitle the respondent to a crown grant." This claim was sub judice nearly six years, October 30, 1875, to September 28, 1881.

The claimants justly contend that they should not be deprived of their lands where they have proved right of possession and right of property, but have failed to show continuous occupation, the rule as to which, as enforced by the governor in council, being in many cases impossible to be complied with. It will be seen that numbers of the claimants were purchasers of various tracts of land widely separated from each other. The law does not require ubiquity in the person of a landowner, and actual possession, while good prima facie evidence of title, was neither absolutely essential nor was it always possible.

(2) *Adverse occupation by the natives.*—This subject is mainly covered by the preceding remarks. I beg to call attention, nevertheless, to the claim of the heirs of T. R. Shute to Naidi, Inclosure No. 39, wherein permissive occupation by the natives was sought to be construed as adverse possession.

(3) *Abandonment.*—This ground for disallowance also is included under the discussion of the subject of occupancy. The claim of Messrs. Halstead and Brower to the Ringgold Islands, Inclosure No. 52, is one wherein abandonment is alleged against the claimants as a reason for recommending disallowance.

(4) *Defective title deeds.*—The final report of the land commissioners (p. 30, British Blue Book A, herewith)* contains the following very apposite remarks:

> In many cases the so-called deed has been merely a sale note of the most irregular and informal character, written on any scrap of paper procurable, and by any person who could be found to write it; but the largest allowance has always been made for informalities where no defect graver than informality has attached to them, and, considering the class of persons who constituted the majority of the early land purchasers in Fiji, and the rough, half-savage manner in which they lived, it is perhaps surprising that the informalities and irregularities have not been even greater than they are. The following remarks, therefore, must be taken to apply equally to the more pretentious documents drawn by persons assuming to be conveyancers and embodied in legal forms; and it is among these that we have detected some of the most scandalous frauds of any that have come under our notice, and we are of opinion, for reasons which will appear hereinafter, that the majority of the deeds which have come before us are of very little value as evidence of any particle of the transaction, except, perhaps, of the intentions of the purchaser, and we further are of opinion that in the construction of these documents the well-known maxim of English law that a grant should always, in case of doubt, be construed adversely to the grantor, should, under the very peculiar conditions which formerly prevailed in Fiji, be inverted.
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> In civilized countries the execution of a deed is, of course, the most solemn and conclusive form of recording a contract, and consequently courts of law have been very cautious in admitting evidence to explain or modify deeds, and have always viewed with great suspicion any attempt to do so. But in civilized countries a deed is an instrument carefully prepared and fully considered in all its details by all parties, who presumably are in a position to deal together upon equal terms, and such is not the case here.
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> The vendors, being, of course, unable to read the documents they professed to be executing, were entirely dependent for their comprehension of their acts upon such explanation as was given them from the purchaser or the interpreter supplied by him, paid by him, and who was in many cases himself continually mixed up with similar transactions.

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* Fiji. Correspondence relative to land claims in Fiji. Presented to both Houses of Parliament * * * April, 1883.

Still less were they able to sign them, and consequently the execution is almost invariably by mark; and we need not point out the great facilities which this fact alone afforded to unscrupulous persons to obtain deeds which are little better than fraudulent. * * *

In English deeds we may as a rule rely upon the accuracy of a sum stated to have been given as consideration. In Fiji it is quite the reverse. In the vast majority of cases the actual payments have been made in trade, and the difficulty we have always had to encounter has been to arrive at an approximate estimate, first, of what were the articles given, and second, how far such articles fairly represented the consideration alleged upon the face of the deed. In some cases we have detected the grossest and most scandalous untruthfulness as to the sums alleged to have been given.

The most striking instances of irregularities in the deeds produced by American claimants appear in the claims of the heirs of J. B. Williams (inclosures herewith Nos. 15 and 18), where the names of some [of] the grantees were erased and no satisfactory explanation was offered for such alterations.

It is very noticeable that in some of the decisions of the governor in council but scant regard was paid to the boundaries stated in the deeds. For examples, see case of Work, Byrne and Rounds, Inclosure No. 37, and that of O. Farra, Inclosure No. 59. It is quite true, as stated by the commissioners, that in a great majority of cases the boundaries were a matter of vagueness and uncertainty to both parties, and were not, and indeed could not be, clear to either.

(5) *No title in vendor, or defective right of vendor.*—So far as affects the American claimants these matters will be found treated mainly in connection with the powers of alienation by the chiefs and "tankeis."

(6) *Inadequacy of price.*—Considering the conditions of society in Fiji in former times it is impossible to apply strictly the rules that would govern in civilized communities. The Fijians were debased in savage cannibalism, war was ever present, life and property were continually threatened by neighboring enemies, land was overplentiful, arms and ammunition were dear but necessary, and the white men had them as well as many other strange, atttractive, and useful articles. The white man wanted land and the Fijians were eager to part with it to satisfy their necessities or gratify their temporary caprices. The matter is well summed up in the very interesting affidavit of Mr. R. S. Swanston, herewith, Inclosure No. 5, as follows:

The question of what was an adequate consideration for lands purchased from natives can, to my mind, have but one answer, namely, that consideration with which the seller was satisfied. Wild lands in a savage country have no established value. The necessities of warfare, love of adornment, or childish cupidity, in most cases decided the price to be paid, and the European or American monetary value of the consideration was not a fair criterion. To my own knowledge in early days in Samoa, a large blue bead was the purchasing price of a young girl, and in Fiji a whale's tooth was the value of a man's life.

The final report of the land commissioners (see British Blue Book A, p. 31, herewith)* contains the following very appropriate remarks:

A large proportion of the sales were effected in order to obtain arms and ammunition for offensive and defensive purposes. To many this may seem iniquitous in the extreme on the part of the purchasers, but upon reflection we deem the iniquity of the transaction to rest chiefly with those, whoever they may have been, who first introduced such means of warfare into a country then in a state of rampant savageness and cannibalism.

When guns fell thus into the hands of a tribe upon whose shores the vessel conveying the first firearms was anchored, their neighbors would soon discover that it was a matter of life and death that they should likewise procure the same means of defense. And when land buying commenced, what easier than to sell a portion of land upon the desire of a white to buy? For before the arrival of whites the absolute alienation of land, in our sense of the term, must have been unknown,

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* Fiji. Correspondence relative to land claims in Fiji. Presented to both Houses of Parliament * * * in April, 1883.

when the families could only understand that they had the usufruct alone of the soil for themselves and their heirs. When there were no buyers there could be no sellers.

In the matter of such sales for firearms, we are of opinion that when all interests were properly consulted before the completion of the contract, it became competent and proper for the people to alienate a part of their land to procure the means of defense against neighboring tribes and strangers at a time when the term "stranger" meant also enemy.

By Fijian custom, that is by Fijian law, the absolute alienation of land as understood by us was unknown, and, therefore, strictly speaking, illegal; yet, can it be doubted they had a perfect right in common prudence to procure by any means in their power the safety of their lives and the lives of their wives and families? Where would be the utility of preserving land when by so doing they subjected themselves to extinction altogether, and consequently left no posterity to enjoy the lands thus spared by a too rigid adherence to their old customs?

(7) *Nonconcurrence of tankeis*, and

(8) *No payment to tankeis.*—The following definition of the term "tankeis" was furnished me by Mr. R. S. Swanston (see Inclosure No. 5), whose long residence in Fiji, familiarity with the people and language, and intelligence and social standing render his opinion in such a matter of great weight. He says:

The word tankei is generally accepted to mean owner or proprietor, but it has a more realistic meaning, and that is tenant or occupant. It means proprietorship for the time being, a proprietorship subject to the capricious will of another. A tankei ni vanua was the occupant for the time being, and his children after him did, and might continue occupants in possession for any indefinite term, the limits of which term, however, at all times subject to the pleasure of the chief, and to the calls for service and supplies by the chief. During such term the tankei ni vanua must comply with these demands or take the consequences; as, for instance, if called upon for a pig, and failing to promptly deliver it, he was liable to be ordered and compelled to prepare an oven, into which oven his own carcass would most certainly be put in place of that of the pig. A tankei ni vale was simply a householder, not a house owner, and his tenure was, in like manner, subject to the pleasure of the chief. * * *

The Kaisis, or people of the land, were divided into two classes, namely, Bati and Qali.

The Bati were mercenaries whose services as fighting men were rendered to the chiefs to whom they might be for the time being Bati, and they held land as occupants from such chiefs in consideration of services. For instance, the Kai Kuku and Kai Namata were mountaineers to whom the chief of Bau gave lands on Bauan territories near the coast adjoining Rewan territory, and these people became Bati to Bau, and the lands they occupied were called after them the land of the Kai Kuku and lands of the Kai Namata, respectively; or, more directly after them, Kuku and Namata.

Again, the Nakelo lands are Bauan Qali lands, given to the Kai Nakelo, who were Rewans and Bati to Rewa, to occupy on condition that they would render Qali service to Bau. Cakoban was dissatisfied with this arrangement, and under a decision of the last court of appeal in Fiji, namely, the court of clubs, enforced his will against these Kai Nakelo, and compelled them to become Bati as well as Qali to Bau and de facto Bauans. It can be well understood how, under such customs, maintained by club law, tribal squabbles should have a continuous existence and titles to lands be involved in inextricable confusion, and only to be dealt with by recognizing the man in possession with power to hold and transfer possession as the owner with the right to transfer.

Qali were the recognized peons or serfs of a chief—menials of the lowest class—who provided food and rendered all and every kind of servile labors to their masters.

The intricacies connected with landownership and the right of any chief to sell land would lead to a waste of time to discuss in detail; and I think that the general principle, as acted on by the whites and supported by the respective consuls in Fiji, in reference to lands purchased by the whites from the natives, namely, that a sale made by a paramount chief was conclusive, provided always that the bona fide on each side was clear, was right, and an appeal to club law by the natives, or against a white man, in any case where his claim had received consular recognition, was justifiably suppressed with a strong hand. After the hoisting of the British flag, however, instances of the repudiation by natives of bona fide sales of land to whites have occurred, by the consent if not by the instigation of the colonial authorities. I make this statement knowing that the Fijians would not have dared to take such action unless with the consent, approval, and orders of their chiefs in former times, or under the warrant of the authorities of the colony in these times.

The customs and laws in reference to land while Fiji was under native rule were practically the same throughout the group.

Mr. Swanston further gives numerous illustrations of the relative positions of the chiefs and people, and his entire affidavit is worthy of most careful study.

In the earlier adjudicated cases it was recognized that the chiefs had power to dispose of tribal lands without the concurrence of the commoners or "tankeis," but, becoming alarmed at the large concessions to the whites that this recognition would involve, Sir Arthur Gordon, undoubtedly as a matter of expediency, adopted the rule of disallowing claims on the ground of nonparticipation of the "tankeis" in the sale. I use the word "expediency" for the reason that legality is not an appropriate term in this connection.

To assist the natives in disputing claims an advocate, Mr. E. O'B. Hefferman, was appointed by the Government. He preceded the commissioners in their visits to localities where investigations were to be held, interviewed the natives, collected their witnesses, and conducted their side of the cases at the hearings. The appointment of such an agent was in itself eminently just and proper, seeing that in most instances the white claimants had the assistance of trained attorneys, and that the natives were ignorant of procedure; but it has been asserted that this advocate conveyed to his clients the impression that it was the desire of the Government that claims should be disputed and disallowance effected whenever possible, and that with such ideas once implanted in their minds the Fijians resorted to the grossest perjury.

So far as I was able, I made diligent investigation of this grave charge. That the natives frequently prevaricated in their testimony there can be no doubt. The papers herewith in the matter of the claim of the heirs of T. R. Shute (Inclosure No. 39) furnish illustrations. That Mr. Hefferman was in any way instrumental in producing such irregularities, I prefer to doubt. He, however, as appears from Commercial Agent St. John's official certificate herewith (Inclosure No. 8), made an antemortem statement, confessing that he had been employed by the Colonial Government of Fiji to precede the lands commission in their tours of investigation and "coach the natives to dispute claims to land," and that he deeply regretted many things that he had done injurious to the interests of American claimants to land.

This seems to me to be too general and indefinite to be of much value.

Mr. Swanston in his affidavit (Inclosure No. 5) says:

> After the earlier portions of the land claims had been gone into, the members of the commission were changed and the mode of conducting the inquiry became markedly adverse to white claimants, with a strong bias toward the natives, evidently the result of a change in the policy of the governor, and the natives were advised and urged—I regret that I have to say this advisedly—to dispute the claims of whites to lands that up to that time had been held in peaceable and undisputed possession and occupation. The agents in this nefarious collusion were men holding official positions under the Crown, and who did their behests, representing themselves as mouthpieces of the governor.

A careful study of this question of the right of sale of native lands in Fiji prior to annexation leads to the conclusion that such right was vested in the chiefs. The general custom supporting the right was, of course, affected by the fact that while the chiefs in some places were all powerful, in other localities their authority was limited; but it must be observed that the latter were exceptional cases, and as such tend to prove or establish the prevalence of the rule. Whatever may have been the exclusive rights of the tankeis in the remote past, it is clear that with the introduction of white men and firearms there came about an increase in the authority of the chiefs, and this authority became so

firmly established over the ancient customs of the people that the chiefs were masters absolute, not only of the tribal lands, but of the lives of all their people. The present governor of Fiji, Sir John B. Thurston, in 1874, in a memorandum attached to the report to the British Government by Commodore Goodenough and Consul Layard, stated:

> The ownership of the land in Fiji, whether absolute or qualified, is based upon well-settled law or custom; in some matters of detail only is this law or custom obscure. Since the advent of Europeans, Fijian customs have been slowly altering. Old ideas and usages have undergone important changes, and in no respect have they changed so much as in the relation existing between the chief and his people. * * *
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> From long and careful inquiry, I am of opinion that the people hold their land from their chiefs—that is to say, from their fathers or their gods—under a feudal system which has existed from time immemorial. The principle of this system recognizes the supreme chief as the grantor of land, and leaves the usufruct only, subject to certain conditions, in the hands of the grantee, i. e., quali chief and people. * * *
>
> When a cabora (presentation) is made by any quali (subject, province, or town), its mata or herald lays hands upon the offering, and says, addressing the chief: "Be favorably disposed to accept this. We know it is little, but if it is little, '*keimani na kenai kuri*' (literally, 'our bodies can be added to it to make it more'). Be favorably disposed to us; accept this, that we may continue to occupy your land." * * *
> All these well-established customs point to the fact that the lands belong to the head or ruling chief of the tribe and are held by his subordinate chief or vassals, subject to a service called "lala." * * * All evidence tends to show that the lands of Fiji are vested in the ruling chiefs of tribes, occupied by their subordinate chiefs or vassals, and people, in consideration of past, present, or future service. * * * I do not think any subordinate Fijian landholder or occupant can or should alienate land without the consent of the ruling chief, inasmuch as the chief holds most important rights in respect to such land, the loss of which would seriously affect his position in regard to other chiefs, and possibly render him unable to perform certain obligations due by him to other families of the tribe. Nor, on the other hand, do I think the ruling chief should alienate land, except with the consent of the occupants, so long as they (the occupants) render the services demanded by such chief and sanctioned by immemorial usage and custom.

In their general report upon land claims in the Dreketi district (see British Blue Book B, p. 187, herewith)* the land commissioners say:

> No "taukeis" were ever consulted by the chief on the sale of lands, and the munitions procured by such sales were distributed as appeared to him most advisable at the time. Land belonging to one division was sold and the arms obtained handed over to the people of another division, and again, vice versa, in the perfect discretion of the chief, whose position and rights appear to have been that of a commander in chief of an army engaged in perpetual warfare. In this condition of affairs it seems to us everyone interested acquiesced.

The power of the chiefs Ritova and Tui Cakan is exemplified in the same Blue Book, pp. 236–239.* Neither of the chiefs consulted the views of the "tankeis" in effecting sales. In the judgment of the governor in council on rehearing the claim of T. R. Shute to land near Levuka (see Blue Book C, herewith, p. 31),† the following significant language is used:

> At the time when there was no law in the colony except the will of the native chiefs, Tui Levuka, who then had the power, took from William Miller, a half-caste, a portion of land, etc.

The contradictoriness of insisting upon the title of the "tankeis" as superior or even equal to that of the chiefs is manifest in the position of the British Government at the time of the deed of cession, for it was by acknowledging the feudal tenure to be the only one in actual operation that possession was obtained of the group.

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* Fiji. Further correspondence relative to land claims in Fiji. Laid before Parliament, August, 1883.

† "Minutes of the executive council of Fiji sitting for the rehearing of land claims, August 29 to October 17, 1881."

After full investigation, conducted at various times and by different agents, but more particularly by Commodore Goodenough and Consul Layard, assisted by the present governor of Fiji and others, that Government professed itself satisfied of the power and right of the chiefs to cede not only their seignorial rights but the absolute proprietorship of all lands not previously alienated.

The titles of these claimants, derived from the chiefs of Fiji, were equal in origin with that of the British Crown, and being prior in time were superior in right, and could not be affected in their validity by the deed of cession or by any subsequent departmental instructions or ordinances or judgments of the British authorities.

THE INTERESTS ACQUIRED BY THE BRITISH GOVERNMENT BY REASON OF DISALLOWED CLAIMS.

In the rejection of claims, the consequent benefit of the Crown in the disallowed lands, either directly or as ultimus hæres, is also the basis of serious complaint. Executive officers were made judges in these cases, where often the interests of the Crown were involved. Sir Arthur Gordon contends that such interests were "not direct, but very indirect and remote," and that the Crown could only become ultimus hæres "in the improbable case of the entire failure of the native owners" and "white proprietors," and I am informed that it has even been contended by members of the colonial government that there are no Crown lands in Fiji.

Actual facts, however, show that the Crown has acquired very extensive landed interests. During the first two years after the cession it is estimated that about one-third of the natives died from an epidemic of measles, and since then there has been no increase of population, but, on the contrary, regularly compiled statistics show a diminution; and while I was in Fiji the government was engaged in an inquiry into the causes that were producing what threatens in the near future the disappearance of the Fijian race. Since annexation, the white population of the islands has decreased in numbers, and there are few, if any, inducements at present to attract European immigrants.

As early as June 3, 1876, as will be seen by the copy of the Royal Gazette of that date herewith (Inclosure No. 10), the government had Crown lands in Fiji, which were offered for sale at upset prices ranging from 10s. to £1 per acre. The following advertisement, which appeared in the Fiji Times of December 12, 1891, is further evidence in the matter:

V. R.—NOTICE.

Notice is hereby given that any person found cutting or removing timber of any description from Crown lands will be prosecuted.

JOHN BERRY,
Commissioner of Lands.

LAND OFFICE,
Suva, 8th December, 1891.

By reference also to the claims of Messrs. Copeland and Henry (Inclosure No. 20), it will be observed that the Crown is now occupying, for prison, hospital, immigration, and other purposes, at Suva, land that was disallowed claimants. The Island of Mukulan, claimed by the heirs of J. B. Williams (see Inclosure No. 15), and disallowed, is also occupied as a Government quarantine station. Finally, a most important question that should be answered is: By what right could the governor in council issue Crown grants ex gratia? This was done

in a great many cases, and extensive tracts of land were thus vested in white proprietors.

These facts, I conceive, are an ample answer to the contention of the British foreign office that "there have been no conflicting claims between the Crown and any alien proprietors, and that dispute in every case was between native owners of the land and persons who claimed to have bought from natives."

HALF-CASTE CLAIMANTS.

In every case, where practicable, the accompanying inclosures furnish the evidence obtainable in Fiji of the American citizenship of claimants. It will be noted that many of the parties are the descendants of American fathers by native mothers, and have never lived in the United States. The unions of the parents in such cases were sometimes preceded by a marriage ceremony performed by a missionary, and frequently were only marriages "vaka viti" (i. e., according to the custom of Fiji). These latter nuptial contracts were, as is usual in savage countries, of a very loose and irregular character, and practically amounted to gross concubinage. Polygamy was common among the natives, especially the chiefs, and some of the early white settlers were not guiltless of it. The pleasure of the parties, particularly that of the man, determined the duration of the relation.

The views of the Department in this connection appear to have been expressed in the instruction to Consul-General Sewall, at Apia, Samoa, under date of July 19, 1888, in these words:

> One of the tests of a valid marriage in the United States is that it must be exclusive and for life. The question is not one of the intention of the parties in this regard; it is whether by the law of the place the union is compulsory and not at the will of the parties. If, by the Samoan law or custom, a man and a woman who cohabit with the intention of living together in exclusive union for life may, nevertheless, at any time freely separate and treat the union as at an end, the law or custom which permits this does not constitute such a marriage as is recognized by the laws of this country. Whatever may be the intention of the parties, such a union is, from a legal point of view, merely cohabitation at will and not of that permanent and exclusive character which American law demands.

VALUE OF LANDS.

Almost all of the claimants demand compensation for their lands, based upon the values thereof at the time of disallowance. This appears to me to be the only fair basis of measuring any damages that may be awarded. Land in Fiji is now of very little value as compared with the period when the British Government took over the islands. Owing to the complete stoppage of purchases from the natives, to the uncertainty of title acquired by whites (which titles in many cases remained in abeyance for nearly five years after annexation), to the great fall in the cotton market, and to general financial stringency naturally following, almost universal ruin fell upon planters and upon traders who had given them credit. European immigration into the islands ceased, and has not been encouraged by the colonial government, Sir Arthur Gordon going so far as to remark that Fiji was not a white man's country. The government offered crown lands in 1876 for sale at prices varying from 10 shillings to £1 sterling per acre (see Inclosure No. 10), but this offer was practically a farce, for I have in mind a number of persons who went to Fiji to purchase such lands and met with disappointment. Wherever possible, I have endeavored in each case herewith presented to obtain tangible evidence of values, and, as will be seen, have not

hesitated to express my opinions of the correctness of estimates made by claimants.

Interest and costs are also frequently asked for in these claims. The customary rate of interest in Fiji previous to cession was 10 per cent per annum. The present rate on judgments in the supreme court of the colony is 8 per cent per annum.

Respectfully referring to the inclosures herewith for details in each claim,

I have, etc.,

GEO. H. SCIDMORE,
Special Agent of the Department of State and Consular Clerk.

Hon. JOSIAH QUINCY,
Assistant Secretary of State.

List of inclosures.

1. Glossary.
2. Petition of American claimants, July 1, 1887.
3. Chart of the Fiji Islands.
4. Chart-Suva to Levuka.
5. Affidavit of R. S. Swanston.
6. Letter from W. Scott, December 7, 1892.
7. Affidavit of W. Miller.
8. Certificate of Commercial Agent St. John in re E. O'B. Hefferman.
9. Certificate of same in re feeling among natives.
10. Fiji Royal Gazette of June 3, 1876.
11. Sundry correspondence with governor of Fiji.
12. Sundry newspaper articles.
13. Pamphlet—A Land Appeal Case.

CLAIMS.

14. Heirs of John Brown Williams, Laucala Island.
15. Same heirs, Nukulau Island.
16. Same heirs, Nabunocere.
17. Same heirs, Wai Na Beragaga, Na Kocu, and Na Vuvu.
18. Same heirs, Nukubalavu.
19. Heirs of James Hartwell Williams, Namuka Island.
20. T. A. Copeland and B. R. Henry, land near Suva.
21. The Polynesia Company.
22. W. H. Bruce, Wai Wai.
23. G. R. Burt, Emuri.
24. W. Berwick, various claims.
25. W. Berwick, Noala.
26. W. Berwick, Dere.
27. W. Berwick, Vuci Levu.
28. W. Berwick, Koro Nubu.
29. W. Berwick, Sagunu.
30. W. Berwick, Na Vua Vua.
31. W. Berwick, Narewa.
32. W. Berwick, cutter *Psyche*.
33. Heirs of John Sparr, Vesa Island, Vanua Tabu Island, Tawadromu Island, and part of Ono Island.
34. Heirs of George Winter, Dreketi, Bulu, Mamanuca Islands, Gavo, and Veitoga and Drasa.
35. B. Morris, Udu, Naola, and Levuka town lots.
36. E. W. Work and J. Byrn, Sa Solo.
37. E. W. Work and J. Byrn, and heirs of Charles Rounds, Gau.
38. Heirs of Charles Rounds, Mataidravuni.
39. J. M. Shute, Naidi.
40. Heirs of T. R. Shute, Eld, Fox, Agate, and Sinclair islands.
41. Same heirs, Matana Levu.
42. Same heirs, Vuni Sawana.
43. Same heirs, Vuna Balavu, Na Sarawaga, and Vuni Cibi Cibi.
44. Isaac Driver, Na Sinu and Noloa.

45. Soe King, Onelasi.
46. William Peckham.
47. Robert Forbes.
48. Thomas Farrel, Toguru and Nukuloa.
49. William Ross.
50. George Trask, Wai Savu Savu, Yagaga Island, and Dreki-ni-Wai.
51. Heirs of John Brown, Bulu.
52. G. Halstead, J. M. Brower, and W. Valentine, Yanuca-i-Lau, or Ringgold Islands.
53. Heirs of John Gallagher, Nadamanu and Nataci, Navusova, and Natuvu.
54. Henry Baily, Toguru.
55. J. A. Parrott, Warikaba.
56. Mary Dyer, Na Vuni Ivi Deke, or Toga Island.
57. Mrs. K. W. Hathaway, Namena, or Direction Island.
58. Isaac Driver, Yanawai.
59. John O'Farra, Ucu-ni-Vatu.
60. Jacob Steiner.
61. John Hale, part of Toga Island.
62. Heirs of Thomas Ryder, Drui.
63. Heirs of James McGoon, Wai Lai Lai, Rei Rei, Buri Lai Lai, and Naidiri.
64. Heirs of Thomas Hoyt.
65. Samuel Whippy and heirs of Peter Whippy, Ko-na-Lovo-ni-Sikeci, Sogobuli, Nagadi, and Koro Levu.
66. Burns, and eleven others.
67. Notice to claimants by Commercial Agent St. John, November 28, 1888.
68. British Blue Book A.
69. British Blue Book B.
70. British Blue Book C.
71. British Blue Book D.
72. Report from Consular Bureau, January 6, 1890.

O

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 127.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 17, 1896.—Referred to the Committee on Claims, to accompany S. 1033, and ordered to be printed.

Mr. TELLER presented the following

LETTER FROM THE ACTING SECRETARY OF THE TREASURY, INCLOSING COPY OF A LETTER OF THE AUDITOR FOR THE WAR DEPARTMENT, TRANSMITTING COPY OF DECISION OF THE ACTING THIRD AUDITOR, DATED JULY 30, 1872; COPY OF THE DECISION OF THE SECOND COMPTROLLER, DATED APRIL 16, 1873, AND COPY OF THE DECISION OF THE THIRD AUDITOR, DATED MARCH 20, 1894.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., February 13, 1896.

SIR: I have the honor to acknowledge the receipt of a letter of the clerk of your committee, inclosing Senate bill No. 1033, for the relief of the legal representatives of Hampton L. Lee, deceased, and in which he states that your committee asks for a report.

In reply, I have the honor to inclose herewith copy of a letter of the Auditor for the War Department, transmitting to this office copy of a decision of the Acting Third Auditor, dated July 30, 1872; copy of decision of the Second Comptroller, dated April 16, 1873, and copy of decision of the Third Auditor, dated March 20, 1894, all of which are herewith inclosed.

Respectfully, yours,

S. WIKE, *Acting Secretary.*

Hon. HENRY M. TELLER,
Chairman Committee on Claims, United States Senate.

TREASURY DEPARTMENT,
OFFICE OF AUDITOR FOR THE WAR DEPARTMENT,
Washington, D. C., February 11, 1896.

SIR: In reply to the letter of Thomas F. Dawson, clerk of Committee on Claims, United States Senate, transmitted by the indorsement of Hon. S. Wike, Assistant Secretary, on the 5th instant, inclosing copy of a bill for the relief of the legal representatives of Hampton L. Lee, deceased, for demurrage, etc., of the steamer *Hannibal*, and calling for a report thereon, you are respectfully informed that records now in this office show that in the year 1872 the Third Auditor of the Treasury made a report upon the claim of the owners of the steamer and recommended to the Second Comptroller the allowance of the sum of $33,353.09.

The Comptroller failed to concur in the views expressed by the Auditor, and on the 16th day of April, 1873, he disallowed the claim. The claim remained upon the files of the Third Auditor's Office without further action until May 20, 1894, when it was again referred to the Second Comptroller, upon a motion to reopen and reconsider the case, with recommendation that said motion be denied, and on May 28, 1894, the papers were returned by the Comptroller, who concurred in the views expressed by the Auditor and declined to reopen the claim.

In reply to your request for a report in this case, I have the honor to transmit copies of the reports of the Third Auditor and decisions of the Comptroller herein referred to as containing most exhaustive statements of the questions involved, to which it would be difficult to add anything that would aid the committee.

The question at issue in the claim is whether the steamer was in the service under impressment or contract, and in considering that the report of the Third Auditor on the question of reopening becomes important, as it is a résumé of the previous report and decision, and sets out discrepancies which exist in the affidavits of Captain Turnley filed in the original case and on the motion for a rehearing.

The letter of Thomas F. Dawson, clerk, etc., is herewith returned.

Respectfully, yours,

T. STOBO FARROW, *Auditor.*

The SECRETARY OF THE TREASURY.

TREASURY DEPARTMENT,
Third Auditor's Office, July 30, 1872.

SIR: I herewith submit, for your consideration and decision, claim of Hampton L. Lee and F. D. Chanteau for services of steamer *Hannibal*, for compensation for time lost while undergoing repairs, for reimbursement of cost of repairs, and for payment of the cost of new furniture purchased by claimants to supply the place of that stolen by Confederate soldiers while the said steamer was in the service of the United States, amounting in the aggregate to the sum of $54,932.14.

The following is a statement of the items of the claim:

For use of steamer *Hannibal* from the 18th day of June, 1862, to the 9th day of January, 1863 (both days included), while aground in the Tennessee River at the head of Beach Island, 206 days at $225 per day	$46,350.00
For lost time from January 25, 1863, to February 21, 1863 (last day included), at Cairo, and in docks at St. Louis, Mo., being meanwhile unfit for service from damage sustained while aground in Tennessee River, 28 days, $225 per day	6,300.00
For repairs to said steamer, rendered necessary from damages sustained while lying aground as above:	
Paid Sectional Dock Company, per bill	3,127.61
Paid R. & W. A. Thornburg, per bill	658.85
Paid John Sipe, per bill	58.75
Paid for repairing and fitting up machinery	546.85
Paid for furniture, fixtures, and outfit taken from said steamer by the enemies of the United States, to wit, the so-called Confederate soldiers at some time between the above dates, viz, June 18, 1862, and January 9, 1863:	
Bill of Miller & Scott	246.45
J. W. Kingsworth's bill	304.11
Springer & Dozier's bill	671.37
Paid as per memorandum	1,418.15
Total	59,682.14

From the affidavits of Capt. C. L. Hull, master of the steamer; Benjamin A. Dozier, clerk; Robert Ferguson, engineer; W. H. Woodruff, assistant clerk; John Hesson, mate; James Bannon, watchman, and Maj. William D. Sanger, the following statement of facts is obtained:

That the steamer *Hannibal* left St. Louis, Mo., February 6, 1862, with troops and Government stores on board, shipped by Government contractors to Cairo, Ill., or Fort McHenry on the Tennessee River, if the steamer should be required at Cairo

to proceed to that point. The cargo was landed at Fort McHenry and the steamer started to return to St. Louis for another load. On arrival at Cairo about February 14, 1862, the steamer was impressed by Captain Turnley, and against the protest of Captain Hull, loaded with Government stores and sent to Paducah, Ky. At Paducah the steamer was laden with Government troops and sent to Fort Donelson on the Cumberland River. After the landing of the troops at Fort Donelson, the boat was reloaded with troops and sent to Clarksville, Tenn., where she remained some ten days, carrying troops between that place and Fort Donelson. At Fort Donelson the steamer was loaded with captured property and ordered to report to the arsenal near St. Louis. On the way to St. Louis, the steamer was stopped at Paducah by order of General Sherman, unloaded under the personal supervision of Major Sanger of General Sherman's staff, reloaded with the Fifty-fifth Illinois Infantry and sent up the Tennessee River about the 6th of March, 1862, against the protest of the master. These troops were landed at Pittsburg Landing. Captain Hull then made application for the release of the boat, which was refused.

The owners also made application to General Sherman for the release of the steamer, but were unsuccessful. The boat was retained in service at Pittsburg Landing until June 18, 1862, when the Government stores on board were taken off and the steamer was ordered by Captain Chandler, A. Q. M., to report to Cairo, Ill., for further orders. The same day steamer left Pittsburg Landing with Lieutenant Scarrett, aid-de-camp General Thomas's staff, on board, in charge of General Sherman's baggage, which was to be left at Cairo. The river was very low at this time and falling rapidly. About 5 o'clock of the evening of the 18th of June, 1862, the boat ran aground at Beach Island bar without fault on the part of the officers and crew. A wrecking boat was sent from St. Louis and every effort was made to get the boat off, but nothing was accomplished. The steamer remained aground on the bar until the river rose in January, 1863, when she proceeded to Cairo, Ill., where she reported to the quartermaster on the 9th of January, 1863. Application was made to the quartermaster by the captain of the boat for payment for services of said steamer from June 18, 1862, to January 9, 1863, which was refused, as was also the request of the master that the steamer should be repaired at the cost of the Government. She was retained in service at Cairo and other places on the river for several days, and was finally sent to St. Louis, where she was discharged from service on the 25th of January, 1863.

Payment appears to have been made for the services of the vessel from the 9th to the 25th of January, 1863. The owners state that application was again made to the quartermaster at St. Louis for payment for the time the boat was aground at Beach Island Bar, on the Tennessee River, for reimbursement of the cost of furniture stolen and for repairs, which was again refused.

The steamer was put in the dock for repairs on the 25th of January, and came out on the 21st of February, 1863. The cost of the repairs is shown by the bills of the dock company, and of the mechanics and material men, with the exception of $546.85, which is taken from the memorandum of one of the part owners. The cost of the furniture and outfit purchased to supply the place of that alleged to have been taken off or stolen by Confederate soldiers is shown in part by bills purchased of different parties, and in part by memoranda made by the owners of articles bought by them at various times.

The decision of this case appears to depend mainly upon the question whether or not the steamer was discharged with the consent of the owners or agent at Pittsburg Landing on the 16th of June, 1862.

If, as Captain Turnley states, the *Hannibal* was loaded with Government stores and sent up the Tennessee River under a verbal contract stipulating for her payment at the rate of $200 per day, she would still be entitled to payment for services until her return to Cairo, Ill., where the contract was made, unless the owners or their agent consented to accept her discharge at some other point, or unless she became disabled by a marine risk.

The evidence of all the officers of the boat, however, directly contradicts the statement of Captain Turnley. They all swear that there was no contract proposed or made with reference to the hiring of the steamer, but that it was impressed by order of Captain Turnley against the protest of the master. It is unnecessary to attempt the explanation of this contradiction, as it is satifactorily shown by the statement of Captain Sanger that the *Hannibal* was subsequently impressed by order of General Sherman at Paducah, Ky., and that she was in service at Pittsburg Landing under this impressment.

The evidence shows that several applications were made by the owners and the master, during the months of March and April, 1862, for the discharge of the boat, but they were not successful. The steamer was too large to be used on the Tennessee River, except during the season of freshets, and hence the anxiety of the master and owners to get her away before the subsidence of the spring floods, so as to avoid the risk of her detention during the remainder of the season by the falling of the river. In such an event she would be entirely useless for several months, both to the Government and to her owners, besides the danger of her capture and destruc-

tion by the rebels. All these considerations were urged upon General Sherman to obtain his consent to the discharge of the boat, but without success. His answer was, that the steamer was required to facilitate military operations on the Tennessee River, and that she must remain while the necessity for her services continued.

On the report of Capt. J. G. Chandler, A. Q. M., of June, 1862, steamer *Hannibal* appears as having been discharged on the 16th of June, with a certificate of service from the 1st to the 17th of June—16¼ days at $200 per day—amount due, $3,250. Captain Chandler also states that his memorandum in reference to the steamer *Hannibal* contains the following:

"The captain reports that General Sherman detains this boat; loaded with commissary stores; Captain Morton in charge; and issues to Sherman and McKeon's divisions; $200 per day."

Captain Chandler states that he is unable to find among his retained papers any positive evidence that the *Hannibal* was discharged from all further service on the 16th of June, 1862; that if a letter of discharge was written he has no copy of it.

The captain of the boat and his chief clerk, who was present at the last interview between Captain Chandler and Captain Hull, both state positively that the boat was not discharged at Pittsburg Landing, but was ordered by the quartermaster to report at Cairo, Ill., and that General Sherman's baggage was put on board for transportation to the latter place. It would, moreover, be a very unreasonable act to accept the discharge of the steamer at Pittsburg Landing when the owners were entitled to have her returned to them at Cairo, and to be paid for her services until such return. Neither the master nor the owners of the steamer would be likely to consent to the discharge of the boat under such circumstances, that her wages for some two or three days must be sacrificed, in any event, in addition to great risk of the entire loss of the vessel.

I am of the opinion that the evidence submitted is sufficient to warrant the conclusion that the steamer was not discharged at Pittsburg Landing by Capt. J. G. Chandler, but that she was in the service of the United States by impressment when she ran on Beach Island Bar, in the Tennessee River.

The owners would therefore be entitled to payment for the time from June 17, 1862, to the date of her discharge at St. Louis, and to compensation for any special losses occurring during the time the vessel was lying on the bar at Beach Island. The owners would also be entitled to the return of the steamer at Cairo in as good order and repair as when she entered the service, reasonable wear and tear excepted.

Payment has been made, as above stated, for the time the steamer was actually employed by the Government subsequent to January 9, 1863.

During nearly the whole time the steamer remained on the bar no officers or crew were employed, except perhaps a couple of watchmen and an engineer to take care of the machinery. Nor was any fuel required. The expenses were therefore largely reduced, and the rate of payment should receive a corresponding reduction.

I should consider $125 per day a fair allowance for the use of the boat with the portion of the crew retained on board while lying on the bar. From the 16th of June, 1862, to the 9th of January, 1863, there are 206 days—of this time a full crew was employed about 8 days—from the 16th of June until the discharge of the crew after it was ascertained that the boat could not be got off the bar—say 4 days—and for collecting another crew and running the steamer to Cairo—4 days more.

Captain Chandler returns the rate of the boat at $200 per day, but the owners claim $225 per day, which, from the size of the boat (500 tons burden) I consider a fair and reasonable rate.

The amount alleged to have been paid for refitting machinery ($546.85) and amount alleged to have been paid for furniture ($1,418.13), not being supported by subvouchers, are not satisfactorily proven.

It is therefore recommended that an account be stated in favor of Hampton L. Lee and F. D. Chanteau, as follows:

For services of steamer *Hannibal* from June 17, 1872, to January 9, 1863, 20 days:

8 days, at $225 per day	$1,800.00
198 days, at $125 per day	24,750.00
	26,550.00
For time consumed in making repairs from January 25 to February 21, 1863, 27 days, at $125 per day	3,375.00
Cost of repairs, as per bills, $3,845.21, one-third off	2,563.47
Cost of furniture, as per bills, $1,221.93, one-third off	814.62
Total	33,303.09

Amounting to the sum of thirty-three thousand three hundred and fifty-three dollars and nine cents (33, 323. 09).

Respectfully, yours,

A. M. GANGWER, *Acting Auditor.*

Hon. J. M. BROADHEAD, *Second Comptroller.*

TREASURY DEPARTMENT,
Second Comptroller's Office, April 16, 1873.

Claim of the owners of the steamer *Hannibal* for demurrage from June 17, 1862, to January 9, 1863, as follows:

8 days, at $225 per day	$1,800.00
198 days, at $125 per day	24,750.00
For time consumed in making repairs from January 25 to February 21, 1863:	
27 days, at $125 per day	3,375.00
Cost of repairs, as per bills, one-third off	2,563.47
Cost of furniture, as per bills, one-third off	814.62
As reported by the Third Auditor	33,303.09

The facts, as alleged by the claimants, are as follows: About the 6th of February, 1862, the *Hannibal* left St. Louis, loaded on private account, for Cairo, and, if required, Fort Henry.

Returning from Fort Henry to St. Louis and stopping at Cairo, she was seized at the latter place by Capt. P. F. Turnley, A. Q. M., and, notwithstanding the protest of the master, ordered to Paducah with a cargo of army supplies, thence to Fort Donaldson and Clarksville, thence returning to Fort Donaldson she was laden with captured ordnance stores and ordered to the St. Louis Arsenal. At Paducah the steamer was stopped by order of General Sherman and, notwithstanding the protest of the master and the statement that she was too large to navigate the upper Tennessee, she was seized, the ordnance stores unladen, and, with troops and stores, was sent up the Tennessee River to Hamburg Landing.

Having discharged cargo her master with one of the owners who had come from St. Louis for this purpose, asked General Sherman to discharge the *Hannibal* from the service, but without avail. Subsequently the steamer was detained and used as a storeship until the 17th or 18th of June, 1862, when she was unladen and ordered by the quartermaster in charge, Capt. J. G. Chandler, to proceed to Cairo, and report to the quartermaster there for orders.

She had on board the baggage of General Sherman's division in charge of Lieutenant Scarrett, of his staff.

At 5 p. m. on the day she left the landing she ran aground on Beach Island Bar, and there remained hard and fast until January 7, 1863.

The *Hannibal* was fully manned at the time of the accident; there was nothing omitted that skill and experience suggested to effect the removal of the vessel from the sand bar. The river had been falling before leaving Pittsburg Landing, and the navigation, it is alleged, in consequence of the low stage of the water, was unsuited and too difficult for a boat like the *Hannibal*.

While thus aground the rebels went on board and stripped her of furniture and outfit.

After getting afloat in the month of January, 1863, the master of the steamer proceeded to Cairo and there reported to the assistant quartermaster, in obedience to the orders received from Captain Chandler in the month of June previous.

After employment for a few days in transporting paroled prisoners of war, she was, on or about the 25th of January, 1863, ordered to St. Louis to report to the assistant quartermaster there. No further employment being given the boat, they proceeded to repair her at their own cost and charge.

It is further alleged that both at Cairo and St. Louis the master of the *Hannibal* made demand upon the quartermasters at those places for demurrage, as above described, and at St. Louis upon the quartermaster for the cost of the repairs and of the outfit, but payment thereof was refused.

These facts are set forth in the affidavits filed by the claimants, but it is proper to remark that, although the testimony is that of the captain, clerk, engineers, and pilots of the *Hannibal*, and those employed on board of her, it was not taken until the years 1870, 1871, and 1872, the greater portion of it, however, in the former year. A period of eight years elapsed before the facts, as alleged, were sought for and elicited.

The fact of impressment, as alleged, is not supported by record proof either of an order of impressment or of any entry in the returns of the quartermaster by whom it is asserted the seizure was made.

So, also, of the claim for demurrage, it is the fact that there is no evidence of record contemporaneous with the demand alleged to have been made upon the quartermasters—the first upon the quartermaster at Cairo in January, 1863, and the second upon the quartermaster at St. Louis.

Besides, the quartermasters themselves are not called as witnesses; and the fact is true, whatever degree of weight may be given it, that if all the witnesses called

by the claimants had died in the year 1869, seven years after the stranding in the Tennessee River, there would exist no evidence of a claim against the Government.

It is further to be observed that the testimony of the several witnesses is altogether ex-parte, and necessarily without the benefit of cross-examination.

The main question, it is evident, is the fact of impressment at Cairo. I pass over, for the present, the statement of Maj. William D. Sanger, late of the staff of General Sherman, who says that he impressed the steamer *Hannibal* at Paducah on the 6th of March, 1862. For it is plain that if on the 14th of February of the same year the boat had already been impressed at Cairo, and had been, as the witnesses swear, in continuous service, no impressment as stated by Major Sanger could have been made; at most his order amounted to a change in the destination of the steamer and the substitution of a different voyage from that already undertaken.

EVIDENCE OF THE GOVERNMENT.

Capt. P. T. Turnley, late assistant quartermaster, the officer who it is alleged, impressed the *Hannibal*, in reply to the inquiry of the Quartermaster-General, says under date of December 23, 1870:

"I hired the steamer *Hannibal* by charter with the master for himself and owners, on the 13th day of February, 1862, at Cairo, Ill, and by midnight of same date, General Paine and Colonel Murphy in command of 500 men went on board, and steamer left for Paducah, Ky., to return with prisoners of war. Then she appears to have returned and reloaded at Cairo on the 17th of February, 1862 (as did the steamer *Keystone*), with the land transportation of some troops, and 66 men of Duprez's battery, 52 horses, 8 mules, together with some six-pounder guns and carriages and caissons, for Fort Donaldson and other points above Paducah (whether on the Tennessee is not stated).

"Thence, after she was used, till March 31, 1862, and discharged with two certified vouchers for her pay.

"She was not pressed into the service, but hired at a specific rate per day (of $200), she paying all her own expenses, except only fuel.

"Said steamer did not report to me at any time in 1863; nor did I ever refuse to pay said vessel for any time, nor for any service she rendered under my directions; nor was any claim ever presented to me for any time she may have been aground."

The burden of proof rests with the claimants. The allegation of impressment is denied by the United States quartermaster, who, it is asserted caused the seizure of the boat. This officer goes further in his denial of the charge and says that he hired the steamer *Hannibal* at a fixed price per day, to wit, $200, the quartermaster's department furnishing fuel only.

Is the statement of Quartermaster Turnley corroborated?

The first voucher for the services of the steamer *Hannibal*, including payment thereof, is dated April 1, 1862.

"For services rendered transporting troops, commissary stores, etc., from Cairo, Ill., to Savannah, Tenn., from 8 a. m. February 13 to March 31 at midnight, equal to 46⅜ days service at the rate of $200 per day, verbal agreement being boat at risk of owners and to pay all expenses except fuel, $9,333.33."

P. T. Turnley, A. Q. M., certifies "that the above account is correct and just," and on the 5th of May, 1862, C. S. Hull, master, for steamer *Hannibal* and owners, receipts to Maj. Robert Allen, payment in full of the above account.

NOTE.—This is a sufficient answer to the statement of Major Sanger, that he impressed the *Hannibal* on the 6th of March, 1862.

The next certificate of service is dated at Pittsburg Landing, Tenn., May 1, 1862: "This certifies that the steamer *Hannibal* has been in Government service as a commissary boat from April 1, 1862, to May 1, 1862.

"C. A. MORTON,
"*Captain and A. C. S. in Charge.*

"Approved.

"JOHN B. HAWKINS, *C. S.*"

The voucher is dated May 1, 1862, and is as follows:

"For services of said steamer at Pittsburg Landing, Tenn., as commissary boat, from April 1 to May 1, inclusive, as per certifiate of C. A. Morton, captain and A. C. S., May 1, hereto attached.

"Agreement made at Cairo with said boat February 13, 1862, being: Steamer to receive $200 per day for her services, paying all running expenses except fuel, and at risk of owners, the casualties of war excepted; 30 days' service, at $200, $6,000."

The correctness of the above account is certified by Capt. J. G. Chandler, A. Q. M., and on the 20th of May, 1862, at St. Louis, C. S. Hull, the master, for steamer *Hannibal* and owners, receipts to Maj. Robert Allen payment in full of the above account

The third voucher in order is dated May 31, 1862:

"For services of steamer *Hannibal* at Pittsburg Landing, Tennessee River, as a commissary storeboat, from May 1, 1862, to May 31, 1862, inclusive, being 31 days, at $200 per day, $6,200."

J. G. Chandler, captain and A. Q. M., certifies to the correctness of the above account, and on the 9th of July, 1862, at St. Louis, C. S. Hull, master, for steamer *Hannibal* and owners, receipts to Col. William Myers, A. Q. M., payment in full of the above account.

The fourth voucher is dated June 16, 1862:

"For services of steamer *Hannibal* as a commissary storeboat at Pittsburg Landing, Tennessee River, from June 1 to 12 o'clock m., June 17, 1862, inclusive, being 16¼ days, at $200 per day, $3,250, and including running down from Pittsburg Landing to Cairo, Ill."

Capt. J. G. Chandler, A. Q. M., certifies to the correctness of the above account, and on the 10th of July, 1862, at St. Louis, C. S. Hull, master and agent for steamer *Hannibal* and owners, receipts to Col. Win. Myers, A. Q. M., payment in full of the above account.

In form No. 2 of June, 1862, of Captain Chandler's report of persons and articles employed and hired at Pittsburg Landing, Tenn., this entry appears: "Certificate given and discharged June 16, 1862."

The voucher last referred to contains this certificate, explanatory of his action in the matter. Captain Chandler, in the report to the Quartermaster-General, of December 24, 1870, says:

"On this point I will state that, in consequence of the rapid falling of the river at or about this time, I caused several steamboats to be unloaded and sent away; on the very day the *Hannibal* left I also sent away the *Diamond, Chancellor, Thos. E. Tutt,* and a few days later the *John Warner*, I think a larger boat than the *Hannibal.*

"These boats were ordered down the river, furnished with certificates of service, including time for running to the ports where they entered the service, as was the usual custom."

Captain Chandler states that "After a careful search through his retained papers he failed to find positive evidence that the *Hannibal* was discharged from all further service by him on the 16th of June, 1862."

This negation proves that the only evidence in possession or within the knowledge of Captain Chandler relating to the discharge of the vessel is contained in the certificate of service given by him and in his No. 2 report above referred to.

The proof of discharge is conclusive, being a matter of record contemporaneous with the act, and was not limited by conditions affecting either party.

The only question which might arise, therefore, relates to the liability of the Government for loss occasioned by the stranding of the steamer, and not the validity of the discharge.

Upon the hypothesis that the vessel had entered the military service by impressment, was the discharge valid in such a sense as to release the United States from liability?

Viewed in the light of precedent facts, the claimants are estopped in the year 1870 from pleading that there was no valid discharge on the 16th of June, 1862, for the discharge of the steamer at that time from further service was by mutual agreement of the parties interested, and proof of this fact is found in the vouchers last referred to.

On the 9th of July, 1862, the master of the *Hannibal*, C. S. Hull, received at St. Louis of Colonel Myers the sum of $6,200, for services from May 1 to 31, inclusive, and on the 10th of July, the day following, $3,250 for 16 days' service from June 1, 1862, and for 1¼ days' further service, being the time agreed upon by the parties for "running down from Pittsburg Landing to Cairo, Ill."

Now, the stranding took place some time between the 16th and 17th of June, and on the 10th of July succeeding the master of the *Hannibal* and agent of the owners released the Government from any claim; first, for services already performed inclusive of the 16th of June, and, second, for thirty hours' time required to make the voyage to Cairo. But this voyage had not at that time been completed nor was it necessary that it should be to entitle the owners to receive payment.

And the fact without doubt had already before the 10th of July been communicated by the claimant's agent, the master of the *Hannibal*, to the quartermaster, that the vessel was stranded in the Tennessee River, and thereby precluded from returning to Cairo.

The acceptance of payment under the facts and circumstances in proof and according to a mutual agreement in writing, for the thirty hours' time not then completed, is in law a valid release of claims then existing and growing out of the use of the boat.

This view of the case is strengthened by the proof of record contained in the first two vouchers above referred to.

The first voucher contains not only the proof of payment for 46⅓ days' service, from 8 a. m. February 13 to March 31, 1862, at $200 per day, but also of the verbal agreement for these services made on the 13th of February.

The nature of this verbal agreement was reduced to writing and assented to by the master, C. S. Hull, on the 5th day of May, 1862. One of the terms of this agreement is "boat at risk of owners."

The second voucher for services, from April 1 to May 1, 1862, inclusive, contains the terms of the agreement and as such assented to in writing by C. S. Hull, master, etc.

In this agreement "the casualities of war are excepted." At this time, May 1, 1862, the *Hannibal* was used at Pittsburg Landing, and without change, until June 16, 1862, as a commissary storeboat.

From February 13, at 8 a. m., the date of entry into United States service, until June 16, 1862, the record shows that a continuous service was rendered at an agreed price per day, all perils of river navigation at the owner's risk; that for thirty hours' time required to make the passage from Pittsburg Landing to Cairo, Ill., the Government also paid the per diem named in the agreement.

These facts effectually, I think, exclude the notion of impressment from any action of the Government in the employment of the steamer *Hannibal*.

As clearly as effectually, in my judgment, is the fact established that there was an agreement between the claimants and the proper officer of the United States for the services, and that the excepted risk did not fall within the terms and conditions of the contract. It follows, if these facts and conclusions are correct, that the claim for demurrage while the steamer was aground, for loss of furniture and outfit, and for repairs and demurrage while repairing is not a proper or legal indebtedness against the Government.

Attention is invited to the fact that the agreement as described was made before the injury complained of occurred, that final settlement, according to the terms of this agreement, was made after the stranding of the steamer, that there is no record, proof, or evidence of a protest against the settlement or of a claim against the Government of any description as that referred to, contemporaneous with the payment for the services; that the claimants were silent and permitted their claim to sleep until August 4, 1870, about eight years after final settlement, when they made out their account against the United States for the sum of $54,932.14.

The claim was not filed until December 1, 1870.

Passing by, without comment, these facts it is sufficient to say that the parol testimony filed in the case, and upon which alone the claimants rely, can not be received to vary, add to, or control the terms of the written agreement as described.

Attention is further invited to the testimony found in the affidavit of Capt. C. S. Hull, the master of the *Hannibal*, taken October 18, 1870.

After recounting the events of the voyage from St. Louis to Fort Henry and the return, he states, "that at Cairo the said vessel was seized by the military authorities, Capt. P. T. Turnley, quartermaster, being the officer who made the seizure."

"Deponent protested against the seizure of said vessel, but without success, as the military authorities stated that as a military necessity the Government could take and would have the said steamboat, and that if he did not yield quietly they would put a guard on board."

Admitting this all to be true, for the purpose of the argument, the case is not altered, and the rule last mentioned still applies; for the tort was waived and the employment of the boat paid for according to an agreement subsequently entered into by the parties.

This view of the case is still further illustrated and confirmed by the ruling of the Supreme Court of the United States in the case of the steamer *Belle Peoria*, the main facts of which are similar to those alleged to exist in the present case.

"An order by the United States to the owners of a vessel during the rebellion, to get her ready under pain of impressment, to transport a cargo to a particular place and back, under which order, though the owners protested against going, they got the vessel ready and sailed with their own officers and crew.

"*Held*, not to make the Government owners for the voyage; but to leave the possession with the general owners under a contract, for per diem compensation from the commencement of the voyage until the same was broken up, including also so many days in addition as would have been spent, if no disaster had occurred, in completing the trip." (11 Wallace, 591.)

By reference to the opinion of the court it will be seen that the *Belle Peoria* got aground in the upper Missouri and was abandoned on the 30th of September, 1865, to await the rise of the waters in the early spring.

Up to the date when the officers and crew of the boat left payment was made by the Government, but from the 30th of September to the 15th of April, 1866, the date when the boat was destroyed by the flood and ice, demurrage was claimed and suit was brought in the Court of Claims to recover the amount demanded.

The Court of Claims decided adversely upon the claim for per diem compensation up to April 15, 1866, and the Supreme Court on appeal affirmed the judgment.

In view of these facts and for the reasons stated, this claim is disallowed.

J. M. BRODHEAD, *Comptroller.*

Hon. A. RUTHERFORD, *Third Auditor.*

In the matter of the application of Mrs. Virginia Lee, widow of Hampton L. Lee, for a rehearing of the disallowed claim filed by her husband for demurrage of the steamer *Hannibal*.

TREASURY DEPARTMENT,
Third Audttor's Office, March 20, 1894.

SIR: In compliance with the request of the Acting Second Comptroller, indorsed upon the letter of Messrs. Garland & May, attorneys of this city, and inclosing a brief and additional evidence in the disallowed claim of Hampton L. Lee and T. D. Chouteau, owners of the steamer *Hannibal*, for demurrage, etc., and asking a reopening of said claim, I have the honor to report:

The claim referred to was recommended for allowance by the Acting Third Auditor on July 30, 1872, in the sum of $33,353.09, and was disallowed by the Comptroller on April 16, 1873.

The report of the Acting Auditor, which will be found with the original papers in the case, now transmitted, was based entirely upon the evidence of the officers and that of some members of the crew of the steamer, and upon the affidavit of Maj. W. D. Sanger, of General Sherman's staff.

These affidavits were not taken, as a general thing, until the years 1870, 1871, and 1872, although the disaster which resulted in the detention of the vessel and the damage complained of occurred on the evening of the 18th of June, 1862.

The acting auditor reported that he was convinced by the statements of the witnesses that the steamer was impressed at Cairo, Ill., on the 14th of February, 1862, by Capt. P. T. Turnley, and if not then that she was impressed by Major Sanger at Paducah, Ky., on the 6th of March, 1862, as shown by the affidavit of said officer; and he came to this conclusion notwithstanding that it appeared that Captain Turnley had reported to the Quartermaster-General that he hired the steamer by charter on the 13th of February 1862, at the rate of $200 per diem and that she was not pressed into the service. He also held, notwithstanding the report of Captain Chandler, Form No. 2, of June, 1862, which showed certificates given and boat discharged June 16, 1862, that this record, taken in connection with his subsequent statement "that after a careful search through his retained papers he failed to find positive evidence that the *Hannibal* was discharged," was not sufficient to show that the steamer was discharged by him on the 16th of June, 1862, and further that she remained in service when she ran on Beach Island Bar, and virtually that Captain Chandler could not discharge her, as he claims to have done, against the will of her owners and that the Government was bound to return her to Cairo, the place of impressment.

The Comptroller decided that the vessel was taken into the service upon a contract made by Captain Turnley with her master, and that she was discharged by Captain Chandler, and consequently was not in the service when she ran on Beach Island Bar, on the evening of June 18, 1862. In support of his position he referred to the report of Captain Turnley, in which he insisted that he did not impress the steamer and alleged that he hired her at $200 a day, and to the fact that the vouchers given for the service of the boat, at various times, were given at $200 a day, and that upon the face of one of them, receipted by the master, were the words "in service at the rate of $200 per day, verbal agreement being boat at risk of owners, and to pay all expenses except fuel," and upon another, receipted by same person, were the following words: "Agreement made at Cairo with said boat February 13, 1862, being steamer to receive $200 per day, for her use, paying all running expenses except fuel, and at risk of owners, the casualties of war excepted."

In support of their motion to reopen the claim the attorneys submit three affidavits, viz, one of Virginia L. Lee, widow of Hampton L. Lee, one of the owners of the steamer; one of James McKenna, formerly a clerk in the Quartermaster's Department at St. Louis, Mo.; one of P. T. Turnley, late captain and A. Q. M., the officer who is held by the Comptroller to have hired the steamer, and a letter of L. S. Metcalf, late captain and A. Q. M. of volunteers.

The Comptroller, in his decision, commented upon the fact that the case of the claimant rested almost entirely upon the evidence of the officers and crew of the steamer, and that their affidavits were not taken until eight years after the disaster, and the affidavit of Mrs. Lee is filed to show why her husband did not produce this evidence at an earlier day.

The point was one of little significance; the case does not turn upon it; and the affidavit, while it tends to show a reasonable excuse for the delay, does not justify a rehearing.

The affidavit of James McKenna is to the effect that the assistant quartermaster would have fixed the per diem of the boat after the service was rendered, if he had not done so before, and that the fact that claimant's agent receipted a voucher at a particular rate does not necessarily show that the boat was taken into the service at that rate. This is undoubtedly true, but it has no material bearing upon the merits of the claim. The vouchers referred to by the Comptroller were executed by Captain

Turnley, and they were held to corroborate his statement that he took the boat into the service at a fixed rate, and they tended most strongly to show that such was the case, because they contained upon their faces an admission of the master that the boat was in service under a contract to pay such rate.

The letter of Capt. S. S. Metcalf, who was formerly captain and A. Q. M., United States Volunteers, is not sworn to and is not evidence. If admitted it would show that the *Belle Peoria* was in service under a different contract from that which the Court of Claims found to have existed, and one differing very materially, according to the finding of the Comptroller, from the one in this case, but if that case as stated by him were identical with the one under consideration, I can not see how his statement as to the course he would have pursued had the boat returned to St. Louis could be accepted as evidence in this case.

The affidavit of Captain Turnley is evidently the one upon which the attorneys chiefly rely.

On December 23, 1870, he wrote the Quartermaster-General that he hired the steamer *Hannibal* on the 3d of February, 1862, at Cairo, Ill., and that by midnight of same date she left for Paducah, and that she was used until March 31, 1862, and discharged with two certificates for her pay.

The affidavit now presented was not executed until July, 1891 nearly twenty-one years after he made his report, and in it he says, "that on February 13, 1862, he placed the steamer in service and fixed the rate to be paid for her service at $200 per day, she paying all expenses except fuel, and that the understanding was that this rate should be paid the boat while in Government service and up to the time she returned to Cairo, where she was to be discharged if her services were no longer required."

This statement shows that the steamer was in service under an agreement or understanding of the parties, though it sets out a very different agreement from that which he set out in his letter to the Quartermaster-General. It does not aid the contention of the claimants which has always been that the boat was impressed against their earnest protest, and that no agreement was ever proposed or assented to. In presenting it, they abandon the ground which they have heretofore held and rest their case entirely upon this new statement. If they maintain that the boat was impressed, and still assert that the understanding was that she should be paid a specific rate per day until returned to Cairo, they show that they waived the impressment and agreed to the terms set out. The affidavit is entirely unsupported by any of the evidence. It controverts the position heretofore maintained by the claimants and all the affidavits which they have filed in its support. It presents a new case and leaves it without the support of any evidence other than the statement of Turnley, for it has never before been averred that there was any agreement express or implied that the boat should be returned to Cairo, or that she should be paid at any rate until so returned.

The statement of Captain Turnley made in 1870, eight years after the transaction referred to therein, is much more likely to be correct than one made twenty years later, and if the contract which he then averred to have been made contained the important stipulation in reference to payment of the steamer's service until she was returned to Cairo, he would not have been likely to forget it, or omit to state it. Moreover it is not shown that he had any means of knowledge when his affidavit was made, which he did not possess when he made his report to the Quartermaster-General.

Without expressing any opinion as to whether the position taken by the acting auditor, or that maintained by the Comptroller was the better sustained by the evidence before them, I am clearly of the opinion that the evidence now presented after the silence of twenty years from date of disallowance and on which the motion for a rehearing is based, does not justify such action, and I accordingly recommend that it be denied.

SAMUEL BLACKWELL, *Auditor.*

The SECOND COMPTROLLER.

SECOND COMPTROLLER'S OFFICE, *May 28, 1894.*

Within report and recommendation are approved, and this motion is accordingly overruled and denied.

C. H. MANSUR, *Second Comptroller.*

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 128.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 18, 1896.—Laid on the table and ordered to be printed.

Mr. CALL presented the following

PETITION OF W. H. CLUNE, FOR HIMSELF AND ON BEHALF OF PHILIP STANWOOD AND ISAAC ROSS, PRAYING TO BE RELEASED FROM PRISON ON ACCOUNT OF FRAUDULENT ARREST AND CONVICTION.

[This letter is written from the Los Angeles County jail, Los Angeles, Cal.]

AMERICAN RAILWAY UNION, LOCAL NO. 80,
Los Angeles, Cal., February 9, 1896.

Hon. United States Senator CALL,
United States Senate, Washington, D. C.

MY DEAR SIR: On November 21, 1894, myself and two others (Philip Stanwood and Isaac Ross) were sentenced to eighteen months imprisonment in the Los Angeles County jail on the charge of conspiring to obstruct and retard the passage of the United States mails on the Southern Pacific Railway. The jury that convicted us was out twenty-four hours, and disagreed. The judge then gave them secondary instructions and sent them back to the jury room. Ten out of the twelve have told me since that the judge scared them into a decision, and after due consideration they were ashamed of themselves for bringing in a verdict of guilty and allowing themselves to be coerced by a United States judge.

We then appealed our case to the United States Supreme Court, where we virtually got no decision. Justice Brewer merely said that the records were incomplete, therefore not before him in the proper form; therefore he would have to affirm the decision of the lower court. We are married men, have families, were officers of local American Railway Union in this city. We committed no violence, nor would we allow any to be committed. No overt act was committed here during the strike. We committed no conspiracy against the United States Government; but, on the other hand, through our restraining influence, we kept the strikers orderly. There was not even a case of drunkenness amongst the strikers. Our attorney died after we had paid him a good retaining fee. Judge Ross allowed our new attorneys only one day to look up the law in our case and become acquainted with the facts.

At the time of the strike 500 signers said they would do all in their power to move the United States mails on the Southern Pacific Railway. The company would not allow them to be moved. The grand jury did not indict the Southern Pacific Railway Company. We have asked for

a pardon. The twelve jurors ask for it; also all of the Los Angeles County officials; also 105 attorneys of this city and all of the city officials. The sentiments of seven-eighths of the people of this city are with us. Mr. Robert Christy, 1606 Seventeenth street NW., Washington, is our attorney. Please see him; also brief in our case.

In our opinion we were simply "railroaded" to jail.

Would like to have you intercede in our behalf for pardon. Ours is the first conviction ever obtained under the "conspiracy" law.

Trusting that I might hear from you,
I am, sir, yours, truly,

W. H. CLUNE.

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 129.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 18, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE POSTMASTER-GENERAL IN RESPONSE TO SENATE RESOLUTION OF FEBRUARY 10, 1896, "THAT THE POSTMASTER-GENERAL BE DIRECTED TO INFORM THE SENATE WHETHER ANY PERSON OR PERSONS IN THE EMPLOY OF THE POST-OFFICE DEPARTMENT HAS APPLIED FOR OR HAS RECEIVED ANY PATENT FOR AN INVENTION OR IMPROVEMENT OF EXISTING INVENTION, MADE OR RECEIVED SINCE HIS ENTRY INTO THE EMPLOY OF THE POST-OFFICE DEPARTMENT, TOUCHING ANY ARTICLE USED BY SUCH DEPARTMENT, AND WHETHER SUCH EMPLOYEE HAS RECEIVED ANY ROYALTY IN RESPECT TO THE SAME."

OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., February 14, 1896.

SIR: I have the honor to acknowledge the receipt of the Senate resolution of February 10, 1896, reading as follows:

Resolved, That the Postmaster-General be directed to inform the Senate whether any person or persons in the employ of the Post-Office Department has applied for or has received any patent for an invention or improvement of existing invention, made or received since his entry into the employ of the Post-Office Department, touching any article used by such Department, and whether such employee has received any royalty in respect to the same.

In reply, I beg to state that January 31, 1893, letters patent No. 490759, and April 24, 1894, letters patent No. 518681, were granted to Radolphus D. S. Tyler, of Washington, D. C., who was at that time and is still chief of the mail equipment division of this Department, for a metal label case holder and a clip for mail bag and other straps.

Mr. Tyler began this work soon after his employment by this Department, in 1888, during the administration of Second Assistant Postmaster-General S. A. Whitfield, who called to the attention of Postmaster-General Wanamaker the necessities for such improvements, and the Tyler devices were adopted in preference to the ones that were then being used.

It is claimed by Mr. Tyler that Mr. Whitfield suggested to Mr. Tyler, upon the recommendation of the Postmaster-General, that he apply for a patent on the label case holder device, which Mr. Tyler at first declined to do, but afterwards, finding that two other persons were endeavoring to secure patents for this device, he made application for a patent and succeeded, through his attorney, after considerable litigation, in securing it at an expense of between $400 and $500. Previous to going into the contest, however, he says he talked with the Second Assistant Postmaster-General, who said to him that he did not doubt but that

the Department would do what was right in remunerating him for the use of his patented devices.

Mr. Tyler has asked at different times, as I understand, to be permitted to receive a royalty for these improvements, but so far it has not been accorded to him.

I transmit herewith a copy of a letter addressed to Postmaster-General Bissell by Second Assistant Postmaster-General Bell May 31, 1894, in which it is stated that he had knowledge of the expense incurred by Mr. Tyler in connection with the label holder, and that it had saved the Department several thousands of dollars, indorsing all that Mr. Tyler said of the value of the patents, and suggesting that Postmaster-General Bissell arrange to allow Mr. Tyler a royalty, asking that Mr. Tyler have the privilege of restating his case in person.

The only transaction that ever occurred, so far as I can ascertain, which might imply that any payment to Mr. Tyler had been intended upon the royalty basis was with Charles F. Lighthouse, of Rochester, N. Y., a contractor for the manufacture of mail bags for this Department. His bid was to make No. 2 bags at 70 cents each, and No. 3 bags at 63 cents each, the Government furnishing the canvas and the clips, and he to return to the Department the amount of 3 cents for each set of clips used. This was done and all checks received during the incumbency of office of the present Second Assistant Postmaster-General, and, so far as the Department is advised, of all others, were turned over to the disbursing clerk of this Department. The present Second Assistant Postmaster-General has been informed that there was some understanding on the part of his immediate predecessor that after the tools were paid for it was to be recommended that any amount left over was to be handed to Mr. Tyler up to the amount of the cost of the patent, so as to reimburse him for money expended by him in protecting the patent.

Whether this information be correct or not, however, he did not deem this an allowable arrangement in public matters, although proper enough among private individuals, and all such checks, as I have stated, were transmitted to the disbursing clerk of the Post-Office Department and turned in by him to the Treasury Department.

This matter ran along and was discussed in various ways (other patents in the meantime were being investigated) until December 10, 1895, when I appointed a committee, consisting of the Second Assistant Postmaster-General, the General Superintendent of Railway Mail Service, and the superintendent of the fourth division of Railway Mail Service, who reported, after having made a very careful investigation of the entire matter, that they thought it was proper that Mr. Tyler should be reimbursed; that while they believed it was not right for a Government employee to own such patents, especially if they had been invented while the inventor was in Government employ, they did believe that Mr. Tyler had a right to be reimbursed for any money spent with the sanction of the former Second Assistant Postmaster-General in protecting these patents, practically for the Government, as explained in the letter of Second Assistant Postmaster-General Bell, copy of which is herewith attached; and the committee recommended that such an allowance be approved, provided that Mr. Tyler would assign the patents to the Government.

After my consideration of the report of the committee, Mr. Tyler was invited to consider their recommendation, with a view to my communicating same to Congress for its action. So far I have received no answer from him.

The patents herein referred to are the only ones of which I have any information, alleged to belong to any employee or employees of the Post-Office Department, that are being used by the Government.

Yours, respectfully,

WM. L. WILSON,
Postmaster-General.

The PRESIDENT OF THE SENATE,
Washington, D. C.

POST-OFFICE DEPARTMENT,
OFFICE OF THE SECOND ASSISTANT POSTMASTER-GENERAL,
Washington, D. C., May 31, 1894.

SIR: I submit, herewith, two communications from Maj. R. D. S. Tyler, chief of the equipment division, in relation to certain devices of his creation which we are now using upon our mail equipment.

I have knowledge of his having incurred a considerable outlay, aggregating more than $500, in connection with the steel label holder, and his control of this particular device has undoubtedly saved the Department the payment of several thousand dollars in royalty to outside parties.

I can indorse all he says regarding the value of the steel label case, as a substitute for the iron label case, the saving to the Department by the change being in construction alone at least 8 cents each.

Regarding the clip attachment to the locking strap, it possesses much value in connection with the substitution of all canvas for all leather in pouches.

It is not improper for me to note, here, that for some years I have given more than ordinary attention to the reduction in weight of mail equipments. It is not generally known that the dead weight—that is, the weight of the equipment—is about one-third of the gross weight upon which the Department determines the compensation of its railroad mail carriers; and as the weight of the equipment is reduced, the compensation to the carriers is correspondingly modified.

Undoubtedly the Tyler devices (instancing as one the substitution of all canvas for all leather), when used in connection with the other changes, will save to the Department each year large sums of money; and it seems to me as only just that the creator of these two devices should realize a fair return for their use. It was in his power to dispose of his patents to outside parties, and their introduction would then have involved the Department in the expenditure for royalty, as has been the past practice. He is willing, now, to have the Department determine what is right, but he believes it would only be just to have the royalty apply throughout the life of the patent.

He asks as royalty upon each steel label case fastener, 2 cents; upon each pair of clips, 1¼ cents.

Incidentally, I would like to add that Major Tyler has, throughout his connection with the equipment division, been most earnest in his devotion to its best interests, and it has been largely because of his loyalty to the Government's interests that it has been made possible to cut loose from the persistent efforts of contractors for locks and other equipment, who have striven very hard to break up the equipment shop by rendering its work unsuccessful; and if this were done, it would insure a return to the old system of acquiring equipment from outside interests. They want a more pliable man at the head of the equipment division, and would gladly pay well for the control of such a man's devices. The Department has, in the past, expended uselessly hundreds of thousands of dollars for devices simply because it has been without the services of a man possessing the integrity and capacity of Major Tyler; and I can most heartily approve of giving substantial recognition to his request, because I know a man of less integrity would have profited immensely through the application of methods which, in years gone by, have prevailed, and which, it is believed, in other Departments of the Goverment are oftentimes permitted to govern through the lack of interest or unfitness of division chiefs.

If it is your pleasure, I suggest that an opportunity be given Major Tyler to restate his case in person.

Yours, respectfully,

J. LOWRIE BELL,
Second Assistant Postmaster-General

Hon. W. S. BISSELL, *Postmaster-General.*

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 130.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 20, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE TREASURY IN RESPONSE TO SENATE RESOLUTION OF FEBRUARY 10, 1896, DIRECTING THE SECRETARY OF THE TREASURY TO INFORM THE SENATE OF THE AMOUNT OF COIN AND CURRENCY AND FORMS OF NOTES AND MONEY OF THE UNITED STATES IN EXISTENCE ON JANUARY 1, 1896, ETC.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., February 18, 1896.

SIR: I have the honor to acknowledge the receipt of Senate resolution dated the 10th instant, as follows:

Resolved, That the Secretary of the Treasury be, and he is hereby, directed to inform the Senate of the amount of coin and currency, and forms of notes and money, of the United States in existence on January 1, 1896, and the amount held as reserves by national and State banks, private banks and bankers, loan and trust companies, and other financial institutions and concerns, and the total amount then in the Treasury, and the estimated population of the United States at that time.

In reply, the Senate is respectfully informed that, according to the records of this Department, the aggregate amount of coin and currency, notes and money of the United States of all forms, in existence on January 1, 1896, was $2,197,000,236; he amount in the Treasury was $617,793,512, and the amount outside the Treasury was $1,579,206,724, in forms as set forth in the following table:

	General stock coined or issued.	In Treasury.	Amount outside the Treasury, January 1, 1896.
Gold coin	$568,106,939	$83,378,392	$484,728,547
Standard silver dollars	423,289,629	364,083,702	59,205,927
Subsidiary silver	77,182,006	12,764,321	64,417,685
Gold certificates	50,099,889	163,450	49,936,439
Silver certificates	345,702,504	9,625,856	336,076,648
Treasury notes, act July 14, 1890	137,771,280	22,044,511	115,726,769
United States notes	346,681,016	115,825,143	230,855,873
Currency certificates, act June 8, 1872	34,450,000	2,845,000	31,605,000
National-bank notes	213,716,973	7,063,137	206,653,836
Total	2,197,000,236	617,793,512	1,579,206,724

It is not practicable to state the amount held on that date as reserves by national and State banks, private banks and bankers, loan and

trust companies, and other financial institutions and concerns. The Comptroller of the Currency has published an abstract of the reports of 3,706 national banks, showing their condition at the close of business on the 13th day of December, 1895. From this abstract I present the following statement of the several kinds of money held by these national banks on that day:

Bills of other national banks		$17,114,290.00
Lawful money reserve in banks, viz:		
Gold coin	$113,843,400.97	
Gold Treasury certificates	20,936,030.00	
Silver dollars	6,984,382.00	
Silver Treasury certificates	25,878,323.00	
Silver fractional coin	5,605,274.26	
Legal-tender notes	99,209,423.00	
United States certificates of deposit for legal-tender notes	31,440,000.00	
		303,896,833.23
Total		321,011,123.23

There are no available data showing the condition of state banks, private banks and bankers, loan and trust companies, and other financial institutions and concerns on or about the 1st day of January, 1896. At the close of each fiscal year the Comptroller of the Currency compiles, from such reports as he is able to obtain, a table showing the cash held on or about July 1, by banks and bankers (other than national banks). The table for 1895 was compiled from the reports of 6,093 banks, and the amount of cash held was $227,743,303, as follows:

Gold coin	$10,144,262
Silver dollars and fractional silver	2,511,737
Legal-tender notes, gold certificates, silver certificates, and national-bank notes	70,953,721
Specie not classified	19,298,363
Cash not classified	124,835,220
Total	227,743,303

These statements do not include minor coins of the United States nor gold clearing-house certificates used by banks; and no allowance is made for destroyed paper money.

The estimated population of the United States January 1, 1896, was 70,630,000.

Under the laws requiring national banks to maintain reserve funds a very large part of such funds may be used, and is actually used when needed, in the circulation, as will appear from the report of the Comptroller of the Currency for the fiscal year 1893. In that report the Comptroller says:

> As the law now stands all national banks, outside of certain designated "reserve cities," are required to maintain a reserve fund equal to 15 per cent of the net deposits made with such banks by individuals and by other banks and bankers. They are permitted by law to deposit not over three-fifths of this 15 per cent (or 9 per cent) with such national banks located in the "reserve cities" as the outside banks may, with the Comptroller's approval, select. The remaining two-fifths (or 6 per cent) must be kept in bank in lawful money, or more, if less than three-fifths is kept with reserve agents. The national banks located in reserve cities are divided into two classes: (1) Those in the "central" reserve cities of New York, Chicago, and St Louis being required to keep 25 per cent of their net deposits in bank in *lawful money*, with the privilege of acting as the reserve agents of any national banks located outside of these three cities; (2) those located in the reserve cities other than New York, Chicago, and St. Louis being required to keep 25 per cent of their net deposits on hand, not over one-half of which may be deposited with any national bank or banks located in any of the three central reserve cities, while the remainder

must be actually on hand in lawful money. The banks in the reserve cities of this class have the privilege of holding a part of the reserve of any bank or banks located outside of all reserve cities, viz, banks of the 15 per cent class.

In effect these requirements are not as onerous as they appear, for a national bank in New York City holding $100,000 of the reserve of any other bank or banks on deposit must keep only $25,000 of the amount on hand in money, while it is at liberty to lend or otherwise invest the remaining $75,000. So a bank in a reserve city of the second class holding $100,000 on deposit for other national banks may loan out or invest $75,000 of the amount, and of the remaining $25,000 must keep $12,500 in bank in money and may deposit $12,500 with its reserve agents, receiving a low rate of interest (usually 2 per cent) on the same. A bank of the 15 per cent class must keep only 6 per cent of its depositor's money actually on hand in bank, and is at liberty to deposit not over 9 per cent with its reserve agents, on which it usually receives a low rate of interest. To illustrate the operation of the law it will be found that with normal conditions of business the banks in reserve cities (not central) held on December 9, 1892, net deposits amounting to $495,196,952, against which they held $77,869,593 cash in bank, or about 16 per cent, and the 15 per cent banks held net deposits of $975,622,088, and against these $108,012,546 cash in bank, or about 11 per cent. Again, a large portion of the reserve actually held by the banks can not be considered as taken out of circulation, or as hoarded through operation of the law, for much of it is paid out during each business day, other money coming in through deposits to take the place of that paid out.

Bank reserves are not required to be held, and are not in fact held, as separate and distinct funds, but are carried in the general cash accounts and are consequently not distinguishable from other moneys in the bank.

For the further information of the Senate I append hereto statements showing, as nearly as the investigations of the Department have enabled it to ascertain, the amount of paper and coin in existence in the United States, and the amount outside of the Treasury, from 1800 to 1894, both inclusive, with the estimated population each year, and the circulation per capita. It is not possible in the absence of official records to state what amounts were held as reserves by any of the banks and other financial institutions during the years mentioned prior to the establishment of the national banking system, but as State banks of issue were generally required by the laws under which they were organized to hold a specie reserve of about 30 per cent for the redemption of their notes, and as a reasonable reserve is always necessary to secure the prompt payment of deposits, it is not probable that the reserve actually held during the period embraced in the statements was less in proportion to the total amounts of coin and paper outside of the Treasury than it is at the present time. On the contrary it is quite probable that the amounts held as reserves were then greater in proportion to the total coin and paper in the country than they are now, for the reasons that there are at this time no State banks of issue and national banks are not required to hold any reserve on account of circulation, that requirement of the original law having been subsequently repealed.

Very truly, yours,

J. G. CARLISLE, *Secretary.*

The PRESIDENT OF THE SENATE.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., September 1, 1894.

SIR: I have the honor to submit herewith a table showing, approximately, the amounts of specie and bank notes in the United States in the census years 1800, 1810, 1820, and 1830, and each year thereafter to and including the year 1859, the population of the United States, the estimated amount of specie in the Treasury, and the circulation per capita.

This table was prepared, in pursuance of your instructions, with a view of answering the many inquiries received at this Department as to the volume of money in this country before the war. The figures are taken exclusively from the finance reports, particularly from the reports of Secretaries Guthrie and Cobb for the years 1855 and 1858, respectively.

The amounts of specie stated are necessarily estimated, and so are the amounts of bank circulation prior to 1834, and for the years 1852 and 1853. For the remaining years the bank circulation was tabulated from the reports of the banks, with an estimate for the very small number of banks which failed to report their circulation.

Respectfully, yours,

A. T. HUNTINGTON,
Chief Division Loans and Currency.

Hon. J. G. CARLISLE,
Secretary of the Treasury.

Statement of the specie and bank-note circulation of the United States in the years specified from 1800 to 1859.

Year.	Number of banks and branches.	Estimated bank notes outstanding.	Estimated specie in United States.	Total money in United States.	Specie in Treasury.	Money in circulation.	Population.	Per capita.
1800...	.....	$10,500,000	$17,500,000	$28,000,000	*a*$1,500,000	$26,500,000	5,308,483	$4.99
1810...	.....	28,000,000	30,000,000	58,000,000	*a*3,000,000	55,000,000	7,239,881	7.60
1820...	.....	44,800,000	24,300,000	69,100,000	*a*2,000,000	67,100,000	9,633,822	6.96
1830...	.....	61,000,000	32,100,000	93,100,000	5,755,705	87,344,295	12,866,020	6.69
1831...	.....	77,000,000	32,100,000	109,100,000	6,014,540	93,085,460	13,221,000	7.04
1832...	.....	91,500,000	30,400,000	121,900,000	4,502,914	117,397,086	13,590,000	8.64
1833...	.....	91,500,000	30,650,000	122,150,000	2,011,778	120,138,222	13,974,000	8.60
1834...	506	94,839,570	41,000,000	135,839,570	11,702,905	124,136,665	14,373,000	8.64
1835...	704	103,692,495	51,000,000	154,692,495	8,892,858	145,799,637	14,786,000	9.86
1836...	713	140,301,038	65,000,000	205,301,038	*a*5,000,000	200,301,038	15,213,000	13.17
1837...	788	149,185,890	73,000,000	222,185,890	*a*5,000,000	217,185,890	15,655,000	13.87
1838...	829	116,138,910	87,500,000	203,638,910	*a*5,000,000	198,638,910	16,112,000	12.33
1839...	840	135,170,995	87,000,000	222,170,995	2,466,962	219,704,033	16,584,000	13.26
1840...	901	106,968,572	83,000,000	189,968,572	3,663,084	186,305,488	17,069,453	10.91
1841...	784	107,290,214	80,000,000	187,290,214	987,345	186,302,869	17,591,000	10.59
1842...	692	83,734,011	80,000,000	163,734,011	230,484	163,503,527	18,132,000	9.02
1843...	691	58,563,608	90,000,000	148,563,608	1,449,472	147,114,136	18,694,000	7.87
1844...	696	75,167,646	100,000,000	175,167,646	7,857,380	167,310,266	19,276,000	8.68
1845...	707	89,608,711	96,000,000	185,608,711	7,658,306	177,950,405	19,878,000	8.95
1846...	707	105,552,427	97,000,000	202,552,427	9,126,439	193,425,988	20,500,000	9.43
1847...	715	105,519,766	120,000,000	225,519,766	1,701,251	223,818,515	21,143,000	10.59
1848...	751	128,506,091	112,000,000	240,506,091	8,101,353	232,404,738	21,805,000	10.66
1849...	782	114,743,415	120,000,000	234,743,415	2,184,964	232,558,451	22,489,000	10.34
1850...	824	131,366,526	154,000,000	285,366,526	6,604,544	278,761,982	23,191,876	12.02
1851...	879	155,165,251	186,000,000	341,165,251	10,911,646	330,253,605	23,995,000	13.76
1852...	.....	171,673,000	204,000,000	375,673,000	14,632,136	361,040,864	24,802,000	14.63
1853...	.....	188,181,000	236,000,000	424,181,000	21,942,893	402,238,107	25,615,000	15.80
1854...	1,208	204,689,207	241,000,000	445,689,207	20,137,967	425,551,240	26,433,000	16.10
1855...	1,307	186,952,223	250,000,000	436,952,223	18,931,976	418,020,247	27,256,000	15.34
1856...	1,398	195,747,950	250,000,000	445,747,950	19,901,325	425,846,625	28,083,000	15.16
1857...	1,416	214,778,822	260,000,000	474,778,822	17,710,114	457,068,708	28,916,000	15.81
1858...	1,422	155,208,344	260,000,000	415,208,344	6,398,316	408,810,028	29,753,000	13.78
1859...	1,476	193,306,818	250,000,000	443,306,818	4,339,276	438,967,542	30,596,000	14.35

a Specie in Treasury estimated.

TREASURY DEPARTMENT,
Division of Loans and Currency, September 1, 1894.

Statement of the coin and paper circulation of the United States from 1860 to 1894, inclusive.

Year.	Coin in United States, including bullion in Treasury.	Paper money in United States.	Total money.	Coin, bullion, and paper money in Treasury.	Circulation.	Population.	Money in United States per capita.	Circulation per capita.
1860	$235,000,000	$207,102,477	$442,102,477	$6,695,225	$435,407,252	31,443,321	$14.06	$13.85
1861	250,000,000	202,005,767	452,005,767	3,600,000	448,405,767	32,064,000	14.09	13.98
1862	25,000,000	333,452,079	358,452,079	23,754,335	334,697,744	32,704,000	10.96	10.23
1863	25,000,000	649,867,283	674,867,283	79,473,245	595,394,038	33,365,000	20.23	17.84
1864	25,000,000	680,588,067	705,588,067	35,946,589	669,641,478	34,046,000	20.72	19.67
1865	25,000,000	745,129,755	770,129,755	55,426,760	714,702,995	34,748,000	22.16	20.57
1866	25,000,000	729,327,254	754,327,254	80,839,010	673,488,244	35,469,000	21.27	18.99
1867	25,000,000	703,200,612	728,200,612	66,208,543	661,992,069	36,211,000	20.11	18.28
1868	25,000,000	691,553,578	716,553,578	36,449,917	680,103,661	36,973,000	19.38	18.39
1869	25,000,000	690,351,180	715,351,180	50,898,289	664,452,891	37,756,000	18.95	17.60
1870	25,000,000	697,868,461	722,868,461	47,655,667	675,212,794	38,558,371	18.73	17.50
1871	25,000,000	716,812,174	741,812,174	25,923,169	715,889,005	39,555,000	18.75	18.10
1872	25,000,000	737,721,565	762,721,565	24,412,016	738,309,549	40,596,000	18.70	18.19
1873	25,000,000	749,445,610	774,445,610	22,563,801	751,881,809	41,677,000	18.58	18.04
1874	25,000,000	781,024,781	806,024,781	29,941,750	776,083,031	42,796,000	18.83	18.13
1875	25,000,000	773,273,509	798,273,509	44,171,562	754,101,947	43,951,000	18.16	17.16
1876	52,418,734	738,264,550	790,683,284	63,073,896	727,609,388	45,137,000	17.52	16.12
1877	65,837,506	697,216,341	763,053,847	40,738,964	722,314,883	46,353,000	16.46	15.58
1878	102,047,907	689,205,669	791,253,576	62,120,942	729,132,634	47,598,000	16.62	15.32
1879	357,268,178	694,253,363	1,051,521,541	232,889,748	818,631,793	48,866,000	21.52	16.75
1880	494,363,884	711 565,313	1,205,929,197	232,546,969	973,382,228	50,155,783	24.04	19.41
1881	647,868,682	758,673,141	1,406,541,823	292,303,704	1,114,238,119	51,316,000	27.41	21.71
1882	703,974,839	776,556 880	1,480,531,719	306,241,300	1,174,290,419	52,495,000	28.20	22.37
1883	769,740,048	873,749,768	1,643,489,816	413,184,120	1,230,305,696	53,693,000	30.60	22.91
1884	801,068,939	904,385,250	1,705,454,189	461,528,220	1,243,925,969	54,911,000	31.06	22.65
1885	872,175,823	945,482,513	1,817,658,336	525,089,721	1,292,568,615	56,148,000	32.37	23.02
1886	903,027,304	905,532,390	1,808,559,694	555,859,169	1,252,700,525	57,404,000	31.50	21.82
1887	1,007,513,901	892,928,771	1,900,442,672	582,903,529	1,317,539,143	58,680,000	32.39	22.45
1888	1,092,391,690	970,564,259	2,062,955,949	690,785,079	1,372,170,870	59,974,000	34.39	22.88
1889	1,100,612,434	974,738,277	2,075,350,711	694,989,062	1,380,361,649	61,289,000	33.86	22.52
1890	1,152,471,638	991,754,521	2,144,226,159	714,974,889	1,429,251,270	62,622,250	34.24	22.82
1891	1,163,185,054	1,032,039,021	2,195,224,075	697,783,368	1,497,440,707	63,975,000	34.31	23.41
1892	1,232,854,331	1,139,745,170	2,372,599,501	771,252,314	1,601,347,187	65,520,000	36.21	24.44
1893	1,213,413,584	1,109,988,808	2,323,402,392	726,701,147	1,596,701,245	66,946,000	34.70	23.85
1894	1,252,071,667	1,169,390,080	2,421,461,747	759,626,073	1,661,835,674	68,397,000	35.40	24.30

NOTE 1.—Specie payments were suspended from January 1, 1862, to January 1, 1879. During the greater part of that period gold and silver coins were not in circulation except on the Pacific Coast, where, it is estimated, the specie circulation was generally about $25,000,000. This estimated amount is the only coin included in the above statement from 1862 to 1875, inclusive.

NOTE 2.—In 1876 subsidiary silver again came into use, and is included in this statement, beginning with that year.

NOTE 3.—The coinage of standard silver dollars began in 1878 under the act of February 28, 1878.

NOTE 4.—Specie payments were resumed January 1, 1879, and all gold and silver coins, as well as gold and silver bullion in the Treasury, are included in this statement from and after that date.

NOTE 5.—This table represents the circulation of the United States as shown by the revised statements of the Treasury Department for June 30 of each of the years specified.

TREASURY DEPARTMENT,
Division of Loans and Currency, October 1, 1894.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 131.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 20, 1896.—Referred to the Committee on Indian Affairs and ordered to be printed.

Mr. MITCHELL, of Oregon, presented the following

MEMORIAL ON BEHALF OF THE KLAMATH AND MODOC TRIBES AND THE YAHOOSKIN BAND OF SNAKE INDIANS, OCCUPYING THE KLAMATH INDIAN RESERVATION, IN THE STATE OF OREGON, IN THE MATTER OF THEIR CLAIM FOR LAND EXCLUDED FROM SAID RESERVATION BY ERRONEOUS SURVEY OF THE OUTBOUNDARIES THEREOF, SAID BOUNDARIES NOT HAVING BEEN RUN AND MARKED AS PRESCRIBED BY THE TREATY OF OCTOBER 14, 1864.

To the Senate and House of Representatives of the United States of America in Congress assembled:

The history of the claim of the Klamath and Modoc tribes and the Yahooskin band of Indians, occupying what is represented as the Klamath Indian Reservation, in the State of Oregon, for land excluded from said reservation by erroneous survey of the boundaries thereof, will be found set out in the reports made by the Secretary of the Interior in response to two resolutions of the Senate, all of which are printed in two Senate executive documents, viz, Senate Ex. Doc. No. 129, Fifty-third Congress, second session, and Senate Ex. Doc. No. 62, Fifty-third Congress, third session. In the presentation of the case in this paper these documents will be referred to simply by their numbers, the first figure used in each case indicating the document referred to, and the second the page thereof to which attention is directed, thus: 129, 10; 62, 5.

In view of the fact that the reports and other papers on the subject of this claim, thus furnished to the Senate, are not set out in the order of their dates, it is deemed desirable to insert in this statement all of the material papers in successive order, so as to present the history of the case clearly and intelligently.

A treaty was negotiated in 1864 by the United States with the Indians aforesaid, which was concluded October 14, 1864, was amended by the Senate, and finally ratified, and was proclaimed February 17, 1870.

By the first article of that treaty the said Indians surrendered their right, title, and interest in and to about 20,000,000 acres of land in Oregon and northern California, a reservation for their future use and occupancy being reserved by the treaty within the ceded territory.

The foregoing will more fully and clearly appear from the said first article of the treaty, which is as follows (16 Stat. L., 707):

> The tribes of Indians aforesaid cede to the United States all their right, title, and claim to all the country claimed by them, the same being determined by the following boundaries, to wit: Beginning at the point where the forty-fourth parallel of

north latitude crosses the summit of the Cascade Mountains; thence following the main dividing ridge of said mountains in a southerly direction to the ridge which separates the waters of Pitt and McCloud rivers from the waters on the north; thence along said dividing ridge in an easterly direction to the southern end of Goose Lake; thence northeasteriy to the northern end of Harney Lake; thence due north to the forty-fourth parallel of north latitude; thence west to the place of beginning: *Provided*, That the following described tract, within the country ceded by this treaty, shall, until otherwise directed by the President of the United States, be set apart as a residence for said Indians, [and] held and regarded as an Indian reservation, to wit: Beginning upon the eastern shore of the middle Klamath Lake. at the Point of Rocks, about twelve miles below the mouth of Williamsons River; thence following up said eastern shore to the mouth of Wood River; thence up Wood River to a point one mile north of the bridge at Fort Klamath; thence due east to the summit of the ridge which divides the upper and middle Klamath lakes; thence along said ridge to a point due east of the north end of the upper lake; thence due east, passing the said north end of the upper lake, to the summit of the mountains on the east side of the lake; thence along said mountain to the point where Spragues River is intersected by the Ish tish ea wax Creek; thence in a southerly direction to the summit of the mountain, the extremity of which forms the Point of Rocks; thence along said mountain to the place of beginning. And the tribes aforesaid agree and bind themselves that, immediately after the ratification of this treaty, they will remove to said reservation and remain thereon, unless temporary leave of absence be granted to them by the superintendent or agent having charge of the tribes.

It is further stipulated and agreed that no white person shall be permitted to locate or remain upon the reservation, except the Indian superintendent and agent, employees of the Indian department, and officers of the Army of the United States, *guaranteed* [and] that in case persons other than those specified are found upon the reservation, they shall be immediately expelled therefrom; and the exclusive right of taking fish in the streams and lakes included in said reservation, and of gathering edible roots, seeds, and berries within its limits, is hereby secured to the Indians aforesaid: *Provided, also*, That the right of way for public roads and railroads across said reservation is *guaranteed* [reserved] to citizens of the United States.

The said Indians fully complied with the provisions of said treaty by removing and settling within the limits of the reservation thus created for them.

The Commissioner of the General Land Office was, upon recommendation of the Commissioner of Indian Affairs, directed by the Secretary of the Interior to cause a survey to be made of the boundaries of said reservation (62, 8, 9, 10).

While this survey was in progress the Indians manifested their dissatisfaction therewith. But not until it was completed, and they saw white settlers moving in upon land claimed as portions of the reservation, did they realize that they were being robbed of land which had been reserved for them by the treaty. They made complaints to their then agent, who, so far as the information furnished to the Senate in the case shows, made no reports on the subject to the Commissioner of Indian Affairs or other authorities at Washington or elsewhere, but appears to have endeavored to quiet the fears and complaints of the Indians by telling them that "the white people were only stopping for awhile, and that they would soon go away." (Agent Roork's letter, September 7, 1877; 129, 8.) In response to their persistent request for the removal and exclusion of the white settlers from their lands, they "were put off by telling them that when the new agent came he would arrange it for them." (Agent Roork's letter, August 21, 1877; 129, 6.)

The new agent referred to was J. R. Roork, who was appointed to and assumed charge of the agency in 1877. Whether inattention to their complaints on the part of the previous agent was from neglect, indifference or otherwise, the Indians had been led to look forward to the coming of the new agent for the redress of their grievances. He seems to have soon discovered that great injustice had been done the Indians, and appears to have had sufficient concern for their rights

and welfare, and the courage to deal with the matter to the extent of his authority and power. In his first annual report Agent Roork brought the subject to the attention of the Commissioner of Indian Affairs as follows:

[Extract from the annual report of J. R. Roork, agent for the Klamath Indian Agency, Oreg., dated August 22, 1877.]

RELATIONS WITH THE GOVERNMENT.

The state of disquietude among the tribes north of us has not been participated in by the Klamaths. They have their own grievances, which are serious, and a great deal of patience on their part and forbearance is shown. They claim that "There are lands offered for sale and purchased and occupied by white settlers which, in reality belong by treaty to them, and it is injustice to deprive them of these lands." For further particulars on this subject, see special letter to the Indian Department of August 1, 1877. (See Annual Report of Commissioner of Indian Affairs, p. 172; 129, 5.)

No special report from Agent Roork to the Commissioner of Indian Affairs dated August 1, 1877, is furnished in response to the Senate resolutions, but two copies of one and the same report from him is furnished, one copy of which is dated August 22, 1877 (129, 5), and the other dated August 21, 1877 (129, 6). This letter or report, together with all other letters and reports written by Agent Roork on the subject of the complaints and grievances of the Indians concerning the erroneous survey of the out boundaries of their reservation was embodied in a report made by him to the Commissioner of Indian Affairs, dated February 12, 1878, and set out in 129, 6, 7, 8, 9, except the first page of that report, which the Commissioner of Indian Affairs reports as missing. (See footnote, 129, 6.)

A careful reading of this report by Agent Roork will show that he gave prompt attention to the complaints of the Indians as to the error in the survey of the outboundaries of the reservation and the consequent injustice done them thereby. He promised the Indians to investigate the matter, and set a time for the investigation; but when the time came sickness prevented him from going over the boundary lines. He sent one of his employees, who returned strongly convinced that the Indians were right. This, the agent states, made it the more necessary that he should see the country and learn what he could of the boundary lines. With the description of the boundaries of the reservation as given in the treaty, and with the plat of survey of the boundary lines as made, he made an investigation which brought him to the following conclusions:

I very soon found that the plat and treaty did not agree, and I am forced to the conclusion that there is at least over 100,000 acres of land described by the treaty which is thrown out by the plat on the east side, and as much more on the west and north sides, which the Indians say was included in the agreement when the treaty was made. As the Indians claim the lines and boundaries were agreed upon, there are natural and well-defined boundaries, but as represented by the plat and so-called survey there is not a natural boundary line. Besides, on the southeast corner, on one plat which I have seen, three townships are thrown out, and by another four townships. As this is a square taken out without the least allusion to it by the description given in the treaty, and including the very best part of the reservation, lying between the body of the reservation and the mountains on the east, whatever may be the action and words of men, there can be but one opinion by those knowing the circumstances, that the whole country between what is called the line by the so-called survey and the mountains on the east belongs to the Indians by the treaty, and yet it is said to be surveyed and opened for settlement by the Government. Besides all this there is a continuation of marshes and lakes above on the north of the line, as represented by the so-called survey, while the treaty distinctly says the north end of the upper Klamath Lake. Such surveying and such representations of boundaries, giving room for little settlements between the Indians and the mountains, will keep up constant restlessness, if it does not result in serious difficulty. I

will inclose a plat (roughly drawn) describing the reservation as set forth by the two plats which have come under my observation, and also as the Indians claim the boundaries to be. (Agent Roork's report, August 21, 1877, 129, 6.)

Agent Roork obtained and furnished a letter from George Mercer, who surveyed the alleged boundary lines, showing that the Indians opposed the survey when it was being made (129, 7). He also obtained and furnished a letter from D. P. Thompson, of Portland, Oreg., who made public surveys on the lands adjoining the boundaries of the reservation, as erroneously surveyed, and who states "that the reservation lines are run by the cardinal points and by the section and township lines, rather than by the lines of the reservation described in the treaty. The survey does not appear to conform to the treaty in but one place, and that, on the west side, along the margin of the lake" (129, 7).

Agent Roork urged the matter upon the attention of the Indian Office, representing the loyalty and patience of the Indians under the grievous wrongs they were suffering, saying in his report of September 7, 1877:

You will see that if my statements in former communications, as well as in this, are true, that this is a question of no small magnitude, and that common honesty requires that it be settled according to the treaty. Permit me to say in this connection that I bring this question up because I can not do otherwise and be true to the trust committed to my charge. It will be seen in the near future that the mistake is that it has not been investigated and settled long ago.

As I have presented this matter it must astonish you—first, that men under oath of office would cause such a survey to be made and thereby lead the Government unwittingly to do such a thing; and secondly, that this thing has not been brought before the Department before this. What can be done? (129, 8.)

In his monthly report for August, 1877, he states as follows:

There has been a strange course of procedure by someone in regard to the lines and boundaries of this reservation. As nearly as I can now judge, at least one-third of the reservation as described by the treaty has been opened to settlement by the Government. The Indians have almost constantly from the time the so-called survey was made presented their claims, and time after time asked the agents to put the white people off from their lands; and as I investigate this matter evidence accumulates and becomes stronger, even from men who were present at the time when the treaty was made and who have been familiar with the service ever since. That there has been a very great wrong perpetrated as above indicated is evident. Notwithstanding all this these Indians have remained strictly loyal, but they are firm and positive that these wrongs must be corrected. As a matter of simple justice, I hope that there will be something done very soon.

It is only a question of time when something must be done, and the difficulties increase with each succeeding day. (129, 9.)

He closes his report of February 12, 1878, in which he reviews all that he had up to that date done and said on the subject, as follows. (129, 9):

After going over all that I have written on this subject heretofore and becoming better acquainted with the country, people, and history of the treaty, I have to say that I have underestimated the wrongs done to the Indian by this so-called survey. I have counseled with a number of persons upon this subject (some of whom were present when the treaty was made), military officers and citizens, some of whom own lands within the bounds of the disputed territory. I have taken pains to have these men compare the plat of the so-called survey with the description of the treaty, and they all agree that there is a great disagreement. If you will read the unambiguous language of the treaty with the plat of the so-called survey before you it will not be necessary for me to present further evidence to substantiate what I have said. To prevent trouble, I respectfully recommend the appointment of a commission composed of three men—one from the military Department, one from the Indian Department, and one a citizen—this commission to be invested with full power and authority to send for men and papers, and to investigate this so-called survey, and settle and establish the boundary lines in accordance with the stipulations of the treaty.

Hoping that this subject will receive your early and earnest attention, I will await your instructions.

It thus appears that the more fully and thoroughly Agent Roork investigated the case the greater he discovered the wrong to be that had been done the Indians by the erroneous survey of the outboundaries of the reservation. His first impressions on the subject were that "there are at least 100,000 acres of land described by the treaty which are thrown out by the plat on the east side, and as much more on the west and north sides, besides three or four townships on the northeast corner of the reservation." He next reports that "more than one-third of the country included in the treaty has been opened for settlement."

The outboundaries of the reservation as erroneously surveyed included therein 1,056,000 acres; therefore, the more than one-third opened for settlement would be more than 528,000 acres.

But he does not yet seem to be satisfied that he had fully and truly represented the wrong done to the Indians, and hence he states in his report of February 12, 1878, that "after going over all that I have written on this subject heretofore, and being better acquainted with the country, people, and history of the treaty, I have to say that I have underestimated the wrongs done to the Indians by the so-called survey."

The settlers who had gone upon the lands excluded from the reservation by the survey, and other citizens of Lake County, Oreg., held a meeting on March 21, 1878, and adopted resolutions requesting, for the peace and prosperity of that section of the State, the appointment of a commission, with power to send for persons and papers, to examine into the disputed boundary question, their decision to be final. And the military authorities at Fort Klamath, and their superior officers, urged then, as they had done previously, the importance and necessity for an early and just settlement of the dispute. (129, 12, 13, 14.)

Upon these papers, from these sources, on the subject, coming before the Commissioner of Indian Affairs, he reported to the Secretary of the Interior (129, 13, 14) as follows:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 25, 1878.

SIR: I have the honor to submit herewith a communication from United States Indian Agent J. H. Roork, dated February 12, 1878, reciting the fact that white people are settling upon the Klamath Indian reservation in Oregon, and that large herds of sheep and cattle are grazing upon the same, that the Indians are restless on account of said encroachments, which if not checked may lead to serions consequences.

From this and former communications from said agency there seems to be a wide difference of opinion as to the definite location of the outboundaries of this reservation, and upon the accuracy of the survey of its outboundaries depends the future peace of the Indians of this reservation.

I submit in this connection a letter from the War Department of the 27th of September last, inclosing a copy of a communication from the commanding officer at Fort Klamath, calling attention to the fact that the Indians question the accuracy of the survey and complain of the encroachments by whites, and suggesting the probability of difficulty unless the matter is satisfactorily adjusted. Major-General McDowell, in forwarding the same, asks early attention to this matter.

As the survey of the outboundaries and subdivision of portions of the same has been made under the jurisdiction of the General Land Office, I have the honor to recommend that the Commissioner of the General Land Office be requested to furnish this office with a copy of the plat and field notes of the survey of the outboundaries of said reservation, with his views as to the accuracy of that survey in determining the location of the outboundaries as defined in the treaty of October 14, 1864, with the Klamath Indians (16 Stat. L., p. 708).

The Indian agent should have a copy of the plat and field notes of the survey of the exterior limits of his reservation to show the Indians where their lines extend, and the views of the General Land Office are requested, that proper instructions may issue from this office to the Indian agent for his guidance in the management of the subject in question.

The return of letters from the War Department and Agent Roork is respectfully requested.

I have the honor to be, very respectfully, your obedient servant,

E. A. HAYT, *Commissioner.*

The SECRETARY OF THE INTERIOR.

A report, as requested, was called for by the Secretary of the Interior from the Commissioner of the General Land Office, which was made and referred to the Commissioner of Indian Affairs, and is as follows:

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, D. C., April 8, 1878.

SIR: I have the honor to acknowledge the receipt of a letter from the Department, dated the 1st instant, with the following inclosures in reference to the Klamath Indian Reservation in Oregon, viz:

Letter from Commissioner of Indian Affairs to Department, dated March 25, 1878.

Letter from United States Indian Agent Roork to Commissioner of Indian Affairs, dated February 11, 1878, with rough diagram of said reservation.

Letter from Secretary of War to Interior Department, dated September 29, 1877, with inclosure from General McDowell.

From the correspondence in the case it appears that the Indians are dissatisfied with the boundaries of their reservation as surveyed, which they allege are not according to limits defined by treaty, and request is made that copy of the plat and notes of survey of the boundary be furnished for use of the Indian service, and that this office give an expression of its views as to the accuracy and sufficiency of said survey.

In compliance with request contained in letter from the Department, I transmit, herewith inclosed, copy of the plat and field notes of said survey.

By letter dated February 18, 1871, the Honorable Secretary of the Interior directed the survey to be made of said reservation, and George Mercer, under contract with the surveyor-general of Oregon, dated May 2, 1871, and subsequent special instructions made the survey which was approved, and returns thereof reached this office in December, 1871.

From an examination of the field notes of survey in connection with the limits described in the treaty, it appears that the treaty lines on the east and south and a portion of the west side of the reservation, described as mountains or ridge of mountains, were not followed by the surveyor, who, in running said lines, followed certain lines of the public surveys.

Owing to the fact that the public surveys in that region of country have not progressed sufficiently to show the topography of the country around the reservation as surveyed, this office has no information as to where the mountains described in the treaty are situated, or as to how far north the Upper Klamath Lake or Marsh extends. The extent of this marsh determines the north reservation line.

The deputy, in establishing the northwest corner of the reservation on the sixty-sixth mile, describes it as at a "point at the west of the head of Klamath Lake," then runs east across the lake or marsh to the summit of the mountains on the east of the lake at the end of the ninety-second mile. He then runs south to another mountain summit, and turning eastwardly runs a few miles until he reaches a point due north of what he terms the intersection of Ish tish ea wax Creek with Spragues River, which intersection is mentioned in treaty as on the eastern line, when he runs due south along the line of public surveys instead of following the mountains. The public surveys designate this creek as the Middle Fork of Spragues River, and the name Ish tish ea wax does not appear upon any plats of survey in that region.

On the south the surveyor mentions the summit of mountains on the one hundred and fiftieth mile, near the southeast corner of the reservation, and high mountains in several places along the line (see one hundred and seventy-fourth, one hundred and seventy-eighth, and one hundred and seventy-ninth miles), but he ran along the line of public surveys instead of along natural boundaries.

In the general description attached to the field notes (see p. 43) the surveyor states that it was impossible to mark a line exactly according to the description in treaty.

From the foregoing it appears that the lines surveyed are not strictly in accordance with the boundaries mentioned in the treaty, but this office has not sufficient data to enable it to show how much the survey varies from the boundaries.

In this connection I have to state that prior to the ratification of the treaty the public surveys had progressed to some extent over that part of the country both within and without the lines of the reservation as surveyed, and certain of the lands have been approved to the Oregon Central Military Road Company under act of Congress approved July 2, 1864.

For more particular information on the subject of the disposal of said lands, see report of this office dated November 4, 1874, to the Commissioner of Indian Affairs, and report dated February 20, 1875, to the Department, both reports from Division F, General Land Office.

The inclosures received with letter from Department are herewith returned.

Very respectfully, your obedient servant,

J. A. WILLIAMSON, *Commissioner.*

Hon. C. SCHURZ, *Secretary of the Interior.*

Here we have the clear and unequivocal statement of the Commissioner of the General Land Office, under whose direction the survey for the Klamath Indian Reservation boundaries was made, as is required by law for all surveys of Indian reservations (sec. 2115, Rev. Stat.), that—

From an examination of the field notes of survey in connection with the limits described in the treaty, it appears that the treaty lines on the east and south and a portion of the west side of the reservation, described as mountains or ridge of mountains, were not followed by the surveyor, who, in running said lines, followed certain lines of the public surveys. * * *

From the foregoing it appears that the lines surveyed are not strictly in accordance with the boundaries mentioned in the treaty.

With the condition and facts in the matter thus before him, the Commissioner of Indian Affairs again brought the subject to the attention of the Secretary of the Interior (129, 15, 16, 17) in report from which the following extracts are taken:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, July 15, 1878.

SIR: Referring to report from this office, dated March 25 last, upon the subject of the boundary lines of the Klamath Indian Reservation in Oregon, and the reply of the Department thereto, dated April 15 last, with inclosures, I have the honor to submit the whole subject for your consideration and action.

I had the honor in said report to request a copy of the plat and field notes of the survey of said reservation, as executed in the year 1871, under authority of the General Land Office, together with the opinion of that office as to the conformity, or otherwise, of said survey to the provisions of the treaty of October 14, 1864 (16 Stat. L., p. 758), creating the reservation.

With your said communication of April 15 last you inclosed copy of the plat and field notes as requested, and also copy of report, dated April 8 last, from the Commissioner of the General Land Office, giving his opinion as to the accuracy of the survey in question.

The treaty of 1864 defines the boundaries of said reservation as follows:

"Beginning upon the eastern shore of the middle of Klamath Lake, at the Point of Rocks, about twelve miles below the mouth of Williamsons River; thence following up said eastern shore to the mouth of Wood River; thence up Wood River to a point one mile north of the bridge at Fort Klamath; thence due east to the summit of the ridge which divides the upper and middle Klamath Lakes; thence along said ridge to a point due east" (west) "of the north end of the upper lake; thence due east, passing the said north end of the upper lake, to the summit of the mountains on the east side of the lake; thence along said mountain to the point where Sprague River is intersected by the Ish tish ea wax Creek; thence in a northerly direction to the summit of the mountain the extremity of which forms the Point of Rocks; thence along said mountain to the place of beginning."

It will be seen from the foregoing that the treaty describes the outboundaries of the reservation almost entirely by reference to permanent and very prominent natural objects, and consequently careful attention to the provisions and to the topography of the country could hardly have failed to result in a survey in accordance therewith. Instead, however, of pursuing this most natural and obvious course, the surveyor seems to have ignored the topographical features in question, and to have run his lines by and with reference to existing surveys of what were considered public lands.

In his said report to the Department of the 8th of April last, the Commissioner of the General Land Office declares that said survey does not follow the treaty lines, but that by reason of imperfect information relative to the situation of the mountains described in the treaty as constitutingportions of the boundaries of the reservation he is unable to determine the extent of the deviation therefrom.

That such deviation is very considerable is shown by the statement of Agent Roork, who seems to have made diligent personal examination of the subject upon the ground, in the light of the treaty and plat of survey and aided by information derived from whites and Indians long conversant therewith. After such research he gave it as his opinion that over 100,000 acres of land rightfully belonging to the reservation under the treaty were thrown out by said survey, on the east side thereof, and as much more on the north and west sides.

To the Indians, who thoroughly understand the topography of their reservation and its well-defined natural boundaries, their deprivation, without consent or compensation, of these large bodies of land, presents itself as an ever-present outrage of the most inexcusable and flagrant character, and naturally creates bitter feelings among them, more especially as this land of which they consider themselves to have been robbed is filling up with settlers, many of whom are aggressive, unjust, and violent.

* * * * * * *

I have the honor to recommend that an inspector or some other discreet and judicious person in the Indian service be sent to said reservation to fully investigate the subject and devise a suitable plan for the equitable adjustment of the questions involved, and that he be further instructed to examine and report upon the feasibility of consolidating all the Indians belonging to the Klamath and Malheur reservations upon one reservation, and to ascertain the best locality for such new reservation, taking into consideration wood, water, arableness and healthfulness of climate, remoteness from organized white settlements, and all other requisites of a successful Indian community.

I have the honor to inclose herewith said copy of the plat and field notes of the survey in queston; letters dated, respectively, February 12 and March 12, 1878, from Agent Roork; communication dated September 29, 1877, from War Department to the Honorable Secretary of the Interior, and referred by the latter to this office, and letter dated March 9, 1878, from Captain Jackson, First Cavalry, referred to this office by General Howard, to whom it was addressed, and respectfully request the return of said inclosures with your instructions.

Very respectfully, your obedient servant,

WM. M. LEEDS, *Acting Commissioner.*

The SECRETARY OF THE INTERIOR.

The matter received the consideration of the Secretary of the Interior, as shown by his letter to the Commissioner of Indian Affairs (129, 18, 19), from which the following extracts are taken:

DEPARTMENT OF THE INTERIOR,
Washington, September 12, 1878.

SIR: I have the honor to acknowledge the receipt of your letters dated, respectively, July 15 and August 13, 1878, in relation to the present status of the Klamath Indian Reservation, in the State of Oregon.

In your letter of July 15 you recommend:

First. "That a new survey may be made of the outboundaries of said reservation."

Second. "That the Department instruct the General Land Office to withdraw from sale or other disposal all lands lying within said reservation."

Third. "That all sales or leases of, or settlement upon, lands approved to or claimed by the Oregon Central Military Road Company or the State of Oregon in its behalf be prohibited until an investigation can be had of the rights of said company."

Fourth. "That one of the inspectors of the Indian service be sent to the Klamath Reservation to investigate the whole matter, to consider the feasibility of consolidating all the Indians on one reservation, and also to ascertain the locality for such a reservation."

From the public records it appears that the first official survey made of this reservation was approved by the General Land Office in December, 1871. That the surveyor employed by the Government to make said survey, instead of following the natural boundaries as prescribed by the treaty in running the lines of the outboundaries of the reservation, followed certain lines established by the public surveys. The Commissioner of the General Land Office, in his letter to the Department of April 8, 1878, states that his office has not sufficient data to enable it to show how much the survey varies from the treaty boundaries. To arrive at the correct limits of the reservation as it should be, in accordance with the natural boundaries as described in the treaty, would necessitate that a new survey be had by the Government.

It is not within the power of the Department to perform this act at the present time. Section 2115, Revised Statutes, prescribes "that Indian reservations shall be

surveyed under the direction and control of the General Land Office, and as nearly as may be in conformity to the rules and regulations under which other public lands are surveyed." There does not at present appear to be any public funds available for the accomplishment of this work; besides, the survey approved by the Department in 1871 was then published to the world as showing the metes and bounds of the Klamath Indian Reservation. In the meantime, in view of this official act of the Land Department, settlers have located upon the desirable portions of the disputed territory, and their claims have been recognized by the General Land Office.

* * * * * * *

In view of the existing state of affairs, in relation to the conflicting claims of title to lands situated within and without the boundaries of the Klamath Indian Reservation as defined by the Government survey, approved December, 1871, I am of the opinion that your fourth proposition will be the only feasible solution of the whole matter—that an inspector of your Department be requested to visit the Indians located upon the Klamath Reservation, in the State of Oregon, and ascertain as to whether negotiations can not be entered into either for the removal of said Indians to a new reservation, the locality of which to be hereafter determined, or of consolidating them with some other Indian tribes already located upon an existing reservation.

The papers which accompanied your letters of July 15 and August 13, 1878, are herewith returned.

Very respectfully, C. SCHURZ, *Secretary*.

The COMMISSIONER OF INDIAN AFFAIRS.

(The omitted-portions of the two last-mentioned letters pertain to another subject-matter of complaint of said Indians concerning their lands, but separate and distinct from the matter now under consideration.)

The military authorities again, in 1878, brought the subject to the attention of the authorities at Washington (129, 15, 18, 19). And Lewis M. Nickerson, who had succeeded J. R. Roork as agent of the Klamath Agency, in monthly report of July 2, 1879 (129, 17), and in special report of March 5, 1881 (129, 23), urged some definite action upon the matter, suggesting the plan and personnel of a commission to investigate and adjust the dispute.

In his annual report for 1881 the Commissioner of Indian Affairs (H. Price) thus refers to the matter:

The agents at the Klamath Agency in Oregon, and the military officers as well, have repeatedly warned the Department of the imminent danger growing out of the disputed boundary question at that agency. Herds of cattle are driven and grazed upon what is no doubt a part of the Klamath Reservation, and the Indians claim that lands acquired by them under solemn treaty stipulations have been sold to white settlers, who are now in full occupation and enjoyment of them. It is admitted by the General Land Office that the treaty lines of the east and south and a portion of the west side of the reservation were not followed by the surveyor who made the survey of the reservation in 1871, but that certain lines of the public survey lying considerably inside of the reservation, as defined by the language of the treaty, were followed instead. Hence, it would appear that the Indians have good grounds for complaint. Agent Nickerson has recently made this matter the subject of a special report to this Bureau, in which he again warns the Government of the danger of further delay in the settlement of this vexed question. He says: "While there is a patient waiting on the part of the Indians for the Government to redress what they believe to be their wrongs, there is also a deep and growing conviction in their minds that nothing will be done unless some complication shall arise that will compel action."

Not to heed these repeated warnings is to assume a responsibility that this office is unwilling to take upon itself.

Tillable lands within the reservations should in all cases be subdivided, where it has not already been done, in order that allotments may be made to individual Indians, and that all such lands may be made available for that purpose, whether remote from the agency or adjacent thereto.

It is hoped that this matter may be pressed upon the attention of Congress at its coming session, in order that the necessary appropriations may be had to relieve the Department of this most serious embarrassment. (129, 4.)

The same officer, in letter to Agent Nickerson, urged him to "counsel the Indians to be patient, at the same time assuring them of the

good will of the Department and the earnest desire it feels for an early settlement of the difficulties." (129, 24.)

Agent Nickerson, in his annual report for 1882, states:

> They are still waiting for and expecting an adjustment of their boundary difficulties, believing that this Government can not consent to do them an injustice in regard to their lands, and to break the treaty which they themselves have so faithfully kept. I sincerely hope that the agent will, in the next annual report, be able to record the fact of the settlement of this "much-vexed question." (129, 4.)

In report of October 15, 1886, the Commissioner of Indian Affairs (A. B. Upshaw, acting) reported to the Secretary of the Interior the necessity for a survey of the boundary lines of the reservation in accordance with the treaty. (129, 23.)

The survey thus recommended appears to have been authorized and directed to be made by the Secretary of the Interior.

The commanding officer at Fort Klamath, Oreg. (Capt. G. S. Carpenter), learning of this proposed survey, reported that if it was to be a resurvey along the old platted lines it would not be satisfactory, and he urged that, "For the avoidance of future complications, it is of lasting importance that before a contractor runs the lines, the place where should be determined by mutual concord, or some determinate authority." (129, 21, 22.)

The contract for the survey was entered into, but the execution of the work was delayed at request of the Commissioner of Indian Affairs (J. D. C. Atkins), who, in a letter of January 11, 1887, to the agent (Hon. John Emery), informed him that from statements made to him the Indians would not be satisfied with the survey of the boundary lines as advertised for and proposed by the surveyor-general of Oregon; that there was no authority for the appointment of a commission to adjust the matter, as had been suggested; and, after stating some of the points in the dispute and reciting the descriptions of the reservation boundary as given in the treaty, directed him as follows:

> The two principal points in dispute appear to be "the mountains west of the lake" and "Ish tish ea wax Creek."
>
> You will at once proceed to take the evidence, under oath, of all persons, both Indians and whites, having knowledge of the true location of these points, and of the true eastern boundary as understood at the time the treaty was concluded.
>
> It is probable that some of the older Indians, and especially Chief Sohonchin, can give important testimony upon the subject. The signification of the Indian word Ish tish ea wax in English should be ascertained, and the identity of the stream established if possible.
>
> You will exhaust every source of information likely to throw light upon the true location of the boundary without regard to its effect upon settlers or Indians. The testimony should be reduced to writing and forwarded with your report.
>
> I inclose report from late Agent J. R. Roork, dated February 12, 1878, with rough plat showing boundaries as understood by him. You will return these papers with your report.
>
> It may be added that Ish tish ea wax Creek, as laid down upon the plat of the Mercer survey of 1871, is identical with Middle Fork as shown on the public maps of Oregon.

Agent Emery's compliance with the foregoing instructions are shown in the following report made by him (129, 25, 26), and the testimony therewith submitted:

> UNITED STATES INDIAN SERVICE,
> *Klamath Agency, Oreg., June 16, 1887.*
>
> SIR: I have the honor herewith to submit my report with the testimony obtained as to the boundary of Klamath Agency.
>
> I have according to instructions, as far as possible, "exhausted every source of information likely to throw light on the true location of the boundary." If the testimony is meager and unsatisfactory, I beg you to remember that twenty-three years

have elapsed since the treaty was made, and it is difficult for men to recall, with sufficient accuracy to swear to them, events so long past.

It will be noticed that the testimony of the whites and Indians conflicts as to the intersection of the Ish tish ea wax Creek with Sprague River.

The Indians whose testimony I have taken are the most reliable on the reservation, and were all present when the treaty was made, their names appearing on the treaty.

Seonchin is the chief of the Modoc band that remained loyal during the Modoc war. Charles Preston was one of the interpreters at the council held in 1864, when the treaty was made, also at the council of 1865 with the Snakes, and stood with Superintendent Huntington on Yainax Butte when he pointed out the natural boundaries of the reservation as far as they could be seen from this mountain. Mo ghen kas kit is a subchief of the Modocs. Allen David and Henry Blow are both chiefs of the Klamaths.

I used every precaution to prevent collusion in taking their testimony.

They all agree in this that the treaty made with Superintendent Huntington gave them all of Sycan and Sprague River valleys.

The testimony of the whites places the "intersection of the Ish tish ea wax Creek with Sprague River 200 yards east of the Mercer survey, at the junction of the Middle Fork and the South Fork of Sprague River" (see acccompanying map); this south branch is claimed to be the Ish tish ea wax of the treaty.

Mr. I. D. Applegate testifies that in 1868 Superintendent Huntington visited the above-named point with him, and designated it as the place where "the eastern boundary line would cross the valley."

The testimony of the Indians places the intersection of Ish tish ea wax Creek with Sprague River 10 miles farther east, at the base of the mountains.

Here a small stream flows from the southeast and empties into what the white settlers call South Sprague River, just below the point where the military wagon road crosses.

In this little stream the Indians have caught—probably for centuries—in the early spring, the Ish tish, a little fish, hence the name of the stream. A rocky barrier made by the Indians prevents these fish from ascending this stream more than 100 yards.

In company with Prof. W. T. Lecke, taking with me as guides Charlie Preston and Mo ghen kas kit, I visited these disputed points and made personal observations. (See supplemental statements of Charlie Preston and Mo ghen kas kit.)

I also visited the northern and northeastern part of the reservation, taking with me Indian guides. I traveled the whole extent of the Upper Klamath Lake or marsh to its eastern extremity, and then ascended Yam se, southeast of the upper lake, from whose summit I could trace the entire northern and eastern boundaries.

I found east and a little south of the upper lake a well-defined ridge and broken mountain range, of which Yam se is the highest peak. To reach this ridge and range it is necessary to run south several miles. No summit of mountains mentioned in description of boundary in treaty can be reached by extending the line north of the upper lake due east. Ex-Agent Roork's rough outline is misleading and incorrect. Then by following this broken chain of mountains, indicated by heavy red line, crossing the Sycan River and continuing along the eastern spur to its base; thence southeast to the junction of South Sprague River with the Middle Fork, a little east of the Mercer survey, we reach "the point where the Ish tish ea wax Creek intersects Sprague River," according to the testimony of the whites.

Again extending the line running north of the upper lake, still farther east, as indicated by a dotted red line, then south, we reach a broken ridge which divides the Sycan Valley from the Silver Lake country; thence along this ridge to the mountains east of Sican Valley; thence along these mountains to "the point where Sprague River is intersected by the Ish tish ea wax Creek," according to the testimony of the Indians.

From personal observation and the sworn testimony of the Indians, I believe this to be the true point where "Sprague River is intersected by the Ish tish ea wax Creek."

Yet to reach the mountains following, which terminate at this point, it becomes necessary to extend the northern boundary line still farther east at least 12 miles, not along mountains, but through a low country; then south half as many miles to the ridge separating the waters of the Silver Lake country from those of the Sycan Valley; thence along the ridge to the said mountains east of the Sycan Valley.

It will be for the proper authorities to determine whether the language of the treaty will warrant the extension of the line so far east.

If from the testimony it is decided that the place where Sprague River is intersected by the Ish tish ea wax Creek is identical with the junction of the Middle Fork and South Sprague River then the line would run west of Sycan Valley as indicated on the map.

If a resurvey of the reservation is determined upon, I would recommend that the northern line be run so as to include all of Upper Klamath Lake, about 2 miles north of present line; also, that the eastern line be extended to the summit of the mountains, and that the southern line follow the well-defined range to the point of rocks. At present the line cuts off a portion of the Whisky Creek and Spring Creek valleys, which clearly belong to the reservation.

In view of the conflicting testimony of the whites and the Indians, a reestablishment of the Mercer survey, with permanent monuments, might be desirable.

Another solution of this question would be to give these Indians lands in severalty, there being sufficient lands within present boundaries for this purpose.

I will transmit the testimony of Dr. McKey, which will reach me in a few days.

Very respectfully,

JOSEPH EMERY,
United States Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

P. S.—I send herewith a hastily drawn but tolerably accurate map of Klamath Reservation, with important points and lines noted.

J. E.

The testimony accompanying this report is as follows. (It will be found in 62, 16 to 21):

TESTIMONY OF CHARLES PRESTON.

Charles Preston, being sworn, testifies as follows:

I was interpreter at the time the treaty was made by the United States with the Klamath, Modoc, and Snake tribes of Indians. I was present when Mr. Huntington pointed out to the chiefs the boundary lines of the reservation, and named the natural boundary lines, as agreed with the Indians, as follows: From the summit of the mountain east of Fort Klamath the line runs north along the ridge to a point near Mount Scott called Bal lasal wisk se (meaning a mountain with deep canyons, and dry), from thence east, running north of Upper Klamath Lake to Chok chok lisk se; thence to Yian Dal wis, a mountain peak northeast of Sycan Valley; from thence, continuing east to the sharp mountain peak northeast of Sycan Valley, went south to the mountain called Wol lok se klus and south along that mountain ridge to the south base of said mountain, where is Ish tish ea wax Creek, and where it empties into Sprague River. The mountain line pointed out to me by Mr. Huntington lies east of Sycan Valley and also east of Sprague River Valley.

From the mouth of Ish tish ea wax the line runs south to the next mountain; hence along the ridge to Wal pe, and hence west along the mountain ridge to the Klamath Lake, passing through the Captain Ferer place, to a point of rocks named Kal wal. Ish tish ea wax is named from the fact that small red-lined suckers are caught there in large numbers in the spring of the year. I never heard any Indians call the North Branch of Sprague River Ish tish ea wax. I have never heard any Indians call the South Branch of Sprague River Ish tish ea wax. I do not know of any range of mountains west of Sycan Valley known as Winter Ridge. I have never heard of that name.

CHARLES (his x mark) PRESTON.

Witnesses:
WILLIAM T. SEEKE.
OLIVER C. MCFARLAND.

Subscribed and sworn to before me this 17th day of February, A. D. 1887.

———.

TESTIMONY OF ALLEN DAVID.

Allen David, boo ki yu (chief), being sworn, declared and said that the west point of the northern line of the reservation begins on the top of a mountain called Bal la wis kse, and runs right north of Upper Klamath Lake to a high mountain called Tsne whels sto e los, and east to another mountain, Ba ha; from this mountain east and a little south to a high mountain, called Chok chok lisk se, meaning sharp top, the east point of north line; then south and a little east along the mountains east of Sycan Valley to big rock, Woo lo kisk los, and from this rock to Ish tish ea wax Creek; then a little southwest to the top of a mountain called We lege; from this mountain to Wal pe Mountain; then west along the mountain range to the point on the lake called Kal wal, a point of rocks on the south side of Mr. Dyer's house, now owned by Mr. McLean.

Ish tish ea wax is cast of Blye, and means a place where little fish are killed. No other place on the reservation is called by this name. The mouth of North Sprague River is called Wok se.

ALLEN (his x mark) DAVID.

Witnesses:
SAMUEL CHAMBERS.
JAS. C. CRUIKSHANK.

DEPOSITION OF GEORGE MERCER, OF CORVALLIS, OREG.

The terms of the treaty are very indefinite.

In running the reservation boundary I complied with a request of Surveyor-General Odell to make the line conform to the township subdivision surveys, where the same could be done without injury to the claims of the reservation, thus avoiding any fractional surveys in closing to the reservation line.

There is probably no dispute or doubt in regard to the west boundary of the reservation, as that line is well defined.

Then, in running east from a point 1 mile north from the bridge of Fort Klamath, the summit spoken of as "the ridge that divides the Upper and Middle Klamath lakes," the ridge is not well defined; and then following north there is no well-defined ridge, the country being rolling and cut up by streams running in different directions. In fact, there is a good-sized river and several smaller streams crossed by that line.

That line I extended to a point due west of the north end of Upper Klamath Lake. I then run east to the north end of said upper lake. There might be some little question raised as to the extreme north end, owing to the fact that as the waters in the lake rise and fall it overflows more land, and then again it recedes, leaving what was at other times a portion of the lake as dry land.

Then, in regard to the summit of the ridge east of the north end of the lake, there is a well-defined summit, but there is no ridge running from that summit to Sprague River at the mouth of "Ish tish ea wax" Creek. And should the line be run from that summit to the mouth of "Ish tish ea wax" Creek, it would throw out a large portion of the reservation.

And considering the indefiniteness of the terms of the treaty, and feeling satisfied that it was not the intention to establish the line there, I continued my course to a point due north of the mouth of "Ish tish ea wax" Creek.

Then, in running south, the line runs through Sycan Valley. I would say in regard to this line that it does not intersect precisely at the mouth of said creek, but runs about 100 yards west of said point. This was not at the time considered a serious deviation, as the distance was so small. I preferred to let it remain so, as the line as I ran it conformed to the range line of surveys.

The line was continued south to the summit of the ridge, the western extremity of which forms the Point of Rocks, being the place of beginning of survey, then continued westerly to the place of beginning.

This ridge is pretty well defined.

When I entered upon the survey of the Klamath Reservation I knew nothing of the country or the Indians, so I made every effort to get all the information that I could, not only as to the points named in the treaty, but also the manner in which the treaty was conducted.

From the best information that I could get, both from white settlers and the Indians, I am of the opinion that the terms of the treaty were agreed upon on the summit of Council Butte, an isolated mountain near Yainax Agency.

And it is held a reasonable conclusion that observations taken from one single point of a country 50 miles square would be rather vague as to dividing ridges and streams.

I think the Indians misunderstood the import of questions put to them by the commissioners.

In regard to the Sycan Valley, all with whom I conversed, both whites and Indians, agree in stating that the understanding was that the Indians were to have that valley.

It might be possible that the ridge still east of the Sycan Valley might be the ridge referred to in the treaty as running to the mouth of "Ish tish ea wax" Creek, but at that time I had no doubt in my own mind in regard to the line which I ran; in fact, I considered that the line that I established was very much farther east than the line imperfectly defined in the treaty.

In regard to "Ish tish ea wax" Creek, I never heard but one opinion expressed, either among the whites or Indians, but what it was the creek intended in the treaty.

GEO. MERCER.

Subscribed and sworn to before me this 16th day of May, A. D. 1887.

JOSEPH EMERY,
United States Indian Agent.

CORVALLIS, OREG.

TESTIMONY OF L. B. APPLEGATE.

I, L. B. Applegate, of Linkville, Oreg., make the following statement relative to the controversy in regard to the boundary line of the Klamath Indian Reservation:

I was an employee at Klamath Agency for a period in the spring of 1866 and subsequently in 1868–69. I always understood the stream flowing westerly through Upper Sprague River Valley to a junction with North Sprague River to be the Ish tish ea wax Creek mentioned in the Klamath and Modoc treaty of 1864. During my service I always understood that the proper point for the eastern boundary line of the reservation to cross Sprague River Valley was at the junction of this stream with Sprague River, the point where the Mercer survey crosses. I heard no expression of dissatisfaction from the Indians as to the selection of this point as the eastern limit of the reservation during the time I was employed on the agency.

L. B. APPLEGATE.

Subscribed and sworn to before me this 2d day of June, 1887.

JOSEPH EMERY,
United States Indian Agent.

DAIRY, OREG.

TESTIMONY OF MO GHEN KAS KIT.

Mo ghen kas kit, being sworn, deposed as follows:

From a mountain called Bal la wisk se (Full of Cares) the line of the reservation runs east, including Upper Klamath Lake, or Marsh, to Ba ha Mountain; then to Chok chok lisk se, a sharp-top mountain. From this mountain along the mountain east of Sycan Valley, following this mountain range to Woo tok sik los, east of Sprague Valley, and from this mountain to Ish tish ea wax; then southwest to the top of the mountain called We lye; from this mountain to Wal pe Mountain, then west along the mountains to Kal wal, on the Klamath Lake, a point of rocks south of the Dyer house.

Ish tish ea wax means a place where little fish are caught.

Ish tish ea wax Creek rises in the mountains east of Sprague River Valley. It is called Ish tish ea wax Creek by the Indians, just where they catch the little fish called ish tish, meaning little suckers. The Indian name of the creek below Ish tish ea wax is Ho bots. The white men call this creek Sprague River.

The smallest stream is called Ish tish ea wax, in which we caught the ish tish. It flows into the large creek a short distance below where Indians catch ish tish, as far as the office to the agent's old house (about 200 feet). I went with Agent Emery and pointed out to him Ish tish ea wax.

Mr. Huntington told the Indians that all of Sycan Valley would be in the reservation, where the Indians could go and gather camas, and all of Sprague River Valley would be in the reservation, and that Indians could go there and gather roots without a pass. Sycan Valley and Sprague River Valley are inside of the line that I pointed out to Agent Emery.

MO GHEN KAS KIT (his x mark).

Witnesses:
CALVIN K. SMITH.
JOSEPH KIRK, *Interpreter.*

Subscribed and sworn before me this 10th day of June, 1887, at Klamath Agency, Oreg.

JOSEPH EMERY,
United States Indian Agent.

TESTIMONY OF HON. R. P. EARHART.

I, R. P. Earhart, of Salem, Oreg., being first duly sworn, depose and say:

That I was the secretary of the commissioners appointed by the United States Government in 1864 to make treaty with the Klamath and Modoc Indians in Oregon.

That I was present at the council and at the signing of the treaty on the 14th day of October, 1864, and witnessed the same.

That at this distant time I have not sufficiently clear recollection of the boundary lines of the reservation agreed upon at said council and treaty to make a definite statement as to the whole of the boundaries of said reservation. That I do, however, clearly remember the place described as the starting point of the boundary line as being a point of rocks (or bluff of rocks) on the shore of Middle Klamath Lake below the mouth of Williamson River, where the Indian trail passed around such point or bluff, near the bluff and close to the water of the lake.

That as the country adjacent to and about the proposed reservation and so-called Klamath country was, at the time the treaty was made with the Klamath and Modoc

Indians, occupied as a roaming and hunting ground by hostile Indians and by the United States troops pursuing such hostile Indians, particular care was taken by the commissioners at such treaty to have the boundary lines of the reservation of a distinctly marked character, well defined and fully and clearly explained and understood by the Klamath and Modoc Indians, and that each topographical feature of such reservation boundary, as given in the treaty of October 14, 1864, was fully understood by them before signing the treaty.

R. P. EARHART.

Subscribed and sworn before me this 18th day of May, 1887.

JOSEPH EMERY,
United States Indian Agent.

SALEM, OREG.

TESTIMONY OF O. C. APPLEGATE.

I, O. C. Applegate, of Olene, Klamath County, Oreg., make the following statement relative to the controversy in regard to the Klamath Reservation boundary line:

I was not present when the treaty of October, 1864, was made, but entered the service as interpreter a year later as the first employee of the Department appointed for the reservation. My service was almost continuous from that date until June 30, 1873, and I have subsequently served considerable time under agency authority.

During several months of my service prior to June 30, 1873, I was commissary in charge of Yainax Station.

I was clerking both under John Meacham, commissary in charge of Klamath Agency, and I. D. Applegate, commissary at Yainax, when George Mercer made the boundary-line survey in 1871. I do not remember that the Indians ever expressed to me or in my presence any dissatisfaction with the boundary line as located by Mr. Mercer, except that subsequently, when white men began to drive cattle into the Sycan Valley, many of them claimed that the valley properly belonged to the reservation.

The stream flowing westerly through Upper Sprague River Valley to a junction with the Middle or North Fork of Sprague River I had always understood to be the Ish tish ea wax Creek mentioned in the treaty, and the line located near its mouth by George Mercer, as the eastern limit of the reservation, was apparently recognized by both whites and Indians for several years as the actual and proper boundary. I heard nothing of a claim of the Indians that the line should have crossed the above-mentioned stream some miles above its mouth until some years after the survey was made, although I was in almost continuous and always cordial communication with them.

O. C. APPLEGATE.

Subscribed and sworn before me this 2d day of June, 1887.

JOSEPH EMERY,
United States Indian Agent.

OLENE, LOST RIVER, OREG.

SUPPLEMENTAL TESTIMONY OF CHARLES PRESTON.

Charles Preston, being duly sworn, says: I went as guide and interpreter with Agent Emery the 1st day of June, 1887, to the base of the mountain east of Bly, and pointed out to him the place where the Indians catch "ish tish," little fish, every year—in the spring and early summer—in a small stream called Ish tish ea wax. This little stream empties into a large creek called by the whites South Sprague River, a short distance below where the Indians catch the "ish tish," which means little fish.

CHARLES (his x mark) PRESTON.

Witnesses:
JOSEPH P. LEE.
SAMUEL CHAMBERS.

Subscribed and sworn before me this 18th day of June, 1887.

JOSEPH EMERY,
United States Indian Agent.

KLAMATH AGENCY, OREG.

TESTIMONY OF I. D. APPLEGATE.

In the summer of 1868 I was, by J. W. Perit Huntington, Superintendent of Indian Affairs, appointed special commissary, with instructions to locate and take charge of the Snake Indians to be brought on the Klamath Reservation.

In November of the same year I accompanied Superintendent Huntington to Camp Warner, passing through Sprague River Valley. From Yainax Butte, the point where the treaty of 1864 was finally agreed to, Superintendent Huntington pointed out the

range of mountains said to lie east of the north end of Klamath Marsh, saying that from the summit of this mountain the boundary line will follow along those mountains in a southerly direction to where Ish tish ea wax Creek empties into Sprague River. Going east through the "gap or narrows," we came to where the east or middle branch and the one coming from southeast unite. Here the superintendent said the eastern boundary line would cross the valley. After the death of Superintendent Huntington I was continued in charge of Yainax Agency by Superintendent A. B. Meacham. In 1871 I was informed by letter that Surveyor Mercer and party were en route to survey Klamath Reservation. I was also instructed to render whatever assistance and give any information that might be required.

Mr. Mercer called upon me at Yainax in company with quite a number of Indians. There was but one question raised on the boundary; that was as to the mouth of "Ish tish ea wax" Creek, some saying there was no stream or river from the head of the valley down to the east fork; that it was a lake or marsh called "Hobosh;" that the "Ish tish ea wax" Creek emptied into this marsh. On investigation it was made plain that there was a well-defined creek running through the valley and emptying into Sprague River. All parties, including the Indians, were so well satisfied and convinced that the line should cross here that Mr. Mercer returned and continued the survey, I not deeming it necessary to visit the place at that time; and it is my recollection that not a single objection was raised after the matter was explained.

I. D. APPLEGATE.

Subscribed and sworn before me this 2d day of June, 1887.

JOSEPH EMERY,
United States Indian Agent.

DAIRY, OREG.

TESTIMONY OF J. M. M'CALL.

I, J. M. McCall, being duly sworn, depose and say:

My home is Ashland, Oreg.; age, 62.

I was present at Yainax in the fall of 1865 as first lieutenant of the First Oregon Cavalry, with my command, at the time J. W. P. Huntington, Superintendent of Indian Affairs, was holding a council and treating with the Snake Indians.

I acted as commissary at Fort Klamath from September, 1865, to June, 1866, and aided in the issues made to the Indians. My understanding was that the treaty with the Klamaths, Modocs, and Snakes by Mr. Huntington included all of Upper Klamath Lake, known by the Indians as Klamath Marsh.

I remember nothing as to the eastern boundary of the reservation.

J. M. MCCALL.

ASHLAND, OREG., *May 5, 1887.*

Subscribed and sworn before me this 5th day of May, 1887.

JOSEPH EMERY,
United States Indian Agent.

TESTIMONY OF HENRY BLOW.

Henry Blow, chief, being sworn, testified as follows as to the boundary of Klamath Reservation:

The north line of the reservation running toward the rising sun took in all of Upper Klamath Lake and ended at a mountain called Chok chok lisks se (Sharp Mountain); then turned south and a little east along the mountains east of Sycan Valley to the mouth of Ish tish ea wax Creek, and then nearly south to the top of the mountain; then west to a mountain called Wal pe, and from Wal pe toward the setting sun along a range of mountains to Rattlesnake Point, on the lake called Kal wal. This point of rocks is south of the house where Mr. McLean now lives.

Agent Dyer once lived there.

Ish tish ea wax is near the mountain on the east side of Sprague River Valley. Ish tish ea wax means where they kill little fish—"suckers."

I never heard Indians call the mouth of the North Branch of Sprague River Ish tish ea wax.

I signed treaty Mr. Huntington made with Indians, and he agreed with us where the boundary of the reservation should be. I remember what he say. I was with Mr. Huntington at Yainax when he point out to the Indians the high mountains on the east of the reservation. Charlie Preston was interpreter.

HENRY (his x mark) BLOW, *Chief.*

Witnesses:

JAS. C. CRUICKSHANK.
SAMUEL CHAMBERS.

Sworn before me this 25th day of February, A. D. 1887.

JOSEPH EMERY,
United States Indian Agent.

TESTIMONY OF LINDSEY APPLEGATE.

I, Lindsey Applegate, being duly sworn, depose:

My home is Ashland, Oreg.; my age is 79 years; I was appointed United States Indian agent in 1865; was agent for four years, and in the Indian Service for twelve years.

The treaty boundary of the Klamath Reservation began at Modoc Point, a little northwest of what is now known as the Captain Ferer place; then followed the margin of the lake to the mouth of Wood River, and up Wood River to the bridge above Fort Klamath; then north to a point from which a line running east would include all of Upper Klamath Lake.

Ish tish ea wax Creek was considered by all the Indians to be on the eastern boundary of the reservation.

The point where the above-named creek empties into Sprague River is about 20 miles east of Yainax.

My understanding was that the eastern boundary line followed the summit of the mountain range terminating at Ish tish ea wax Creek.

LINDSEY APPLEGATE.

Subscribed and sworn before me this 5th day of May, 1887.

JOSEPH EMERY,
United States Indian Agent.

ASHLAND, OREG.

The Commissioner of Indian Affairs submitted the case to the Secretary of the Interior (129, 26, 27, 28) as follows:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 3, 1887.

SIR: In report of October 15, 1886, this office recommended that the boundary lines of the Klamath Indian Reservation, in Oregon, be run in accordance with the provisions of the treaty of October 14, 1864 (16 Stat. L., 707), and properly marked.

Subsequently, the office was informally advised by the General Land Office that the surveyor-general of Oregon was of the opinion that the survey of the eastern boundary would not be satisfactory to the Indians and the settlers until the locus of the boundary should be agreed upon by a commission, as a misunderstanding existed as to which range of mountains constituted the eastern boundary as defined by the treaty.

There being no authority of law for the appointment of a commission, Agent Emery was instructed, under date of January 11, 1887, to make a full investigation with the view of ascertaining, if possible, the location of the boundaries described in the treaty, and for this purpose to take the evidence of all persons, both Indians and whites, having knowledge of the true location of the points named in the treaty, and of the true eastern boundary as understood at the time the treaty was concluded.

His report, with the evidence taken, was submitted on the 16th of June, 1887.

The treaty of 1864 defines the boundaries of the reservation as follows:

"Beginning upon the eastern shore of the Middle Klamath Lake, at the Point of Rocks, about twelve miles below the mouth of Williamsons River; thence following up said eastern shore to the mouth of Wood River; thence up Wood River to a point one mile north of the bridge at Fort Klamath; thence due east to the summit of the ridge which divides the Upper and Middle Klamath lakes; thence along said ridge to a point due east (west) of the north end of the up lake; thence due east, passing the said north end of the upper lake to the summit of the mountains on the east side of the lake; thence along said mountains to the point where Sprague River is intersected by the Ish tish ea wax Creek; thence in a northerly directior to the summit of the mountain, the extremity of which forms the Point of Rocks; thence along said mountain to the place of beginning."

The two principal points in dispute are "the mountains east of the lake" and "Ish tish ea wax Creek."

The white settlers claim that the range of mountains lying between Klamath Marsh and Sycan Valley, and known as "Winter Ridge," is the true boundary as defined by the treaty, and that Ish tish ea wax Creek is that portion of Sprague River situated above the North Fork.

The Indians claim that the range of mountains mentioned in the treaty is that lying between the Sycan Valley and Summer Lake, and that they were to have possession of the whole of Sycan and Sprague River valleys.

(On the map of Oregon, Middle Klamath Lake of the treaty is designated as "Upper Klamath Lake" and Upper Klamath Lake of the treaty, as "Klamath Marsh.")

The line as surveyed in 1871 was located through the middle of Sycan Valley, midway between the conflicting claims of the Indians and settlers.

As to this survey, the surveyor, George Mercer, testifies (May 16, 1887), that in running the boundary he complied with the request of the surveyor-general to make the line conform to the lines of the public survey as far as possible.

As to the north boundary, he states that there might be some question raised as to the extreme north end of Klamath Marsh, owing to the fact that as the water in the lake rises and falls it overflows more land, and then again recedes, leaving what was at one time a portion of the lake as dry land.

As to the eastern boundary, he says there is a well-defined summit east of the north end of the lake, but no ridge running from that summit to Sprague River, at the mouth of the Ish tish ea wax Creek, and that he continued his course east to a point due north of Ish tish ea wax Creek, conforming to the range line.

He thinks that the Indians understood that they were to have the Sycan Valley, but agrees with the white settlers as to the location of Ish tish ea wax Creek.

Agent Emery submits a rough map of the reservation, showing the east boundary of the reservation as claimed by the settlers and Indians, respectively.

In his report, dated June 16, 1887, he states that he visited the northern and northeastern part of the reservation; that he found east and a little south of the upper lake a well-defined ridge and broken mountain range, of which Yamse is the highest peak; and that to reach this ridge it is necessary to run south several miles; that no summit of mountains mentioned in description of boundary in the treaty can be reached by extending the line north of the upper lake due east.

He then describes the lines on the map as claimed by the whites and Indians, respectively.

From personal observation, as well as the testimony of the Indians, he believes their claims as to the location of Ish tish ea wax Creek to be correct, but yet he says, "to reach the mountains following which terminate at this point it becomes necessary to extend the northern boundary line still farther east at least 12 miles—not along mountains, but through a low country—then south half as many miles to the ridge separating the waters of the Silver Lake country from those of the Sycan Valley, thence along this ridge to the said mountains east of the Sycan Valley."

General Fremont, in his expedition of 1843, crossed the upper portion of Klamath Marsh, and, after leaving the marsh, continued up a hollow formed by a small affluent to the lake and immediately entered an open pine forest on the mountain.

He then traveled in an easterly direction through the forest for about four hours, crossed a stream 30 feet wide (longitude 121° 20′ 42″), from which the road was over a broad mountain, and after seven hours came upon the headwaters of another stream. Still proceeding east, the mountain gradually rose. Toward noon on the fourth day after leaving Klamath Marsh he found himself on the verge of a vertical and rocky wall of the mountain. More than a thousand feet below was a green prairie country in which a beautiful lake was spread at the foot of the mountain, and all was like summer or spring. "Shivering on snow 3 feet deep, and stiffening in a cold north wind, we exclaimed at once that the names of Summer Lake and Winter Ridge should be applied to these two proximate places of such sudden and violent contrast." (Fremont's Memoirs of My Life, p. 301.)

General Fremont's narrative establishes the fact that "Winter Ridge" is immediately west of Summer Lake and not at the northeast corner of the Klamath Reservation, as laid down on the present map of Oregon.

Taking Winter Ridge as the summit of the mountains east of Klamath Lake, and following the mountains, would give nearly the eastern boundary claimed by the Indians, as shown by Agent Emery's sketch.

There is on file in the General Land Office a map of Indian reservations in Oregon, prepared by Superintendent Huntington in 1864, which shows the northern boundary of the Klamath Reservation to be about 21 miles in length. From the northeast corner the line was west of south some 33 miles; then southwest about 13 miles to the point of beginning, on Klamath Lake.

The line crosses the Sprague River at the junction of the two forks, but continues for some miles in a straight line, and there is no indication of any creek at the point where the line turns to the southwest. The shape, as well as the size of the reservation, is entirely different from the reservation as surveyed, or as claimed by either Indians or whites; and, in fact, taking into consideration the topography of the country as now known, it can not be reconciled with either the boundary as described in the treaty or as surveyed in 1871.

This map is the only thing discovered that throws any doubt upon the claim of the Indians as to the eastern boundary.

As a further evidence of the incorrectness of the map referred to, and as a point in favor of the claim of the Indians, attention is invited to a map on file in this office, prepared by Superintendent Huntington, in January of the same year, which shows "Winter Range" immediately west of Summer Lake, and upon which map no other

range of mountains is shown between Summer Lake and Upper Klamath Lake or Klamath Marsh.

This corroborates the description of the country given by General Fremont.

Agent Emery recommends that if a resurvey be determined upon, the north line be run so as to include all of the upper lake or marsh, about 2 miles north of the present line; also that the eastern line be extended to the summit of the mountains, and that the southern line follow the well-defined range to the Point of Rocks, the present line cutting off a portion of Whisky Creek and Spring Creek valleys, which clearly belong to the reservation.

He also suggests that, in view of the conflicting testimony, the reestablishment of the Mercer survey, with permanent monuments, might be advisable.

As the eastern line was established some sixteen years ago and settlements have been made upon surveyed lands within the limits claimed by the Indians, I am inclined to the opinion that the reestablishment of the eastern boundary as surveyed by Mercer will be the easiest way out of the difficulty, the north and south boundaries to be surveyed as recommended by Agent Emery.

The claim of the Indians to the country east of the Mercer survey can be hereafter considered and referred to Congress, if deemed just.

In this connection I have the honor to acknowledge the receipt, by Department reference, of a communication from the Secretary of War dated June 24, 1887, with which he transmits, for such action as may be thought proper, a copy of an extract from an inspection report by the commanding officer of Fort Klamath, relative to the encroachments by owners of cattle upon the reservation, resulting from a lack of understanding in regard to the eastern boundary, and the difficulties and possible conflict between Indians and cowboys, that may at any time grow out of this state of affairs unless steps are taken to compel the intruders to recede, which seems to become more difficult as their herds increase in number.

The Secretary of War calls special attention to the indorsement of the commanding general of the Department of the Columbia, who shares the views of the post commander, and states that the prospect of trouble is very much increased as long as the uncertainty exists as to the location of the boundary lines.

As to this I have the honor to recommend that the Secretary of War be requested to cause the necessary steps to be taken to secure the presence of a sufficient military force upon the reservation to keep off all intruders and stock from the reservation as at present defined and as it may hereafter be surveyed.

It is believed that the permanent establishment of the lines as hereinbefore recommended, and the protection of the reservation from the encroachments of the cattlemen, will greatly lessen the danger apprehended.

If the views herein expressed with reference to the resurvey meet with your concurrence the Commissioner of the General Land Office should be instructed accordingly.

I inclose two copies of this report, copy of Agent Emory's report, with the evidence submitted by him, and return the letter of the Secretary of War.

I also inclose the map prepared by Superintendent Huntington, which belongs to the files of the General Land Office.

Very respectfully, your obedient servant,

A. B. UPSHAW, *Acting Commissioner.*

The SECRETARY OF THE INTERIOR.

It may be well to note here that the map proposed by Superintendent Huntington, in 1864, and on file in the General Land Office, referred to in the report of the Commissioner of Indian Affairs as the "only thing discovered that throws any doubt upon the claims of the Indians as to the eastern boundary," shows upon its face that it was prepared on January 1, 1864, while the treaty in which the boundary of the land reserved within the ceded country was not negotiated and concluded until October 14, 1864, and therefore said map can not be recognized as having any controlling weight in showing even approximately the boundaries of the reservation as prescribed in the treaty. And further, that map shows the southwestern corner of the reservation it describes as at least 24 miles farther south than the southwestern corner, or initial point of the reservation, as described in the treaty.

This map may have been and probably was proposed as a tentative representation of the location and general outlines of the reservation which it was proposed to reserve for the Indians, but if it served even

that purpose, the description of the reservation as given in the treaty subsequently negotiated and concluded shows clearly that the reservation as agreed upon differs widely from the one represented upon said map.

The survey recommended in the report of the Commissioner of Indian Affairs, of August 3, 1887, was executed and accepted by the Commissioner of the General Land Office. (129, 29.)

The claim of the Indians was not by these proceedings adjusted, but was left for the consideration of Congress, as shown by the annual report of the Commissioner of Indian Affairs (J. D. C. Atkins) for 1887, wherein he states as follows:

BOUNDARY OF KLAMATH RESERVATION IN OREGON.

In 1871 the outboundaries of this reservation were surveyed, since which time a dispute has existed between the white settlers and cattlemen in the vicinity and the Indians, the latter claiming that the eastern boundary was located too far west, thus depriving them of a large tract of country given them by treaty, and the former claiming that the eastern boundary included a large tract of country properly belonging to the public domain. In October, 1886, this office recommended that the boundary lines of the reservation be surveyed in accordance with the provisions of the treaty of October 14, 1864 (16 Stat. L., 707).

Subsequently, upon information from the General Land Office that the survey of the eastern boundary would not be satisfactory, either to the Indians or settlers, until its location had been agreed upon by a commission, I directed the agent in charge of the reservation to make a full investigation of the matter and to take the evidence of all available witnesses. Upon receipt of this report, in view of the vague and indefinite description of the boundaries given in the treaty, and the fact that settlement had been made upon the lands east of the reservation, it was determined to reestablish the eastern boundary in accordance with the survey made in 1871, although the claim of the Indians seemed to be well substantiated. When the line is re-marked the military will be requested to protect the reservation from the encroachments of cattlemen, concerning which the Indians may have many complaints.

It is also my intention to present the claim of the Indians to Congress for an appropriation to compensate them for the lands lost by the location of the boundary line, if, upon further consideration, they appear to be clearly entitled to the same. (See Annual Report of Commissioner of Indian Affairs for 1887, p. lxxviii; 129, 4, 5.)

The subject, like many others affecting the rights and interests of the Indian population, does not seem to have been given any "further consideration," owing, it is presumed, to the frequent changes in the head of the Indian Bureau occurring immediately thereafter. The Indians have never ceased to hope for the adjustment of their claim, believing that their patient waiting upon the proper authorities of the United States to settle the matter would not be used to their disadvantage, while other Indians were influencing the redress of their grievances by threats of outbreak, and in some cases by actual hostilities.

In the Senate resolution of December 13, 1894, the Secretary of the Interior is directed to furnish in connection with certain papers not furnished with the response made to the resolution of the Senate of May 31, 1894, and contained in Senate Ex. Doc. No. 129, Fifty-third Congress, second session, a careful estimate of the quantity of land lying between the boundaries of the said reservation, as surveyed under the direction of the Commissioner of the General Land Office, and the treaty boundaries thereof as claimed by the Indians and marked upon the tracing or diagram furnished by the Commissioner of Indian Affairs and now on file in the General Land Office, a copy of which is contained in said Senate executive document. (62, 1.)

The response of the Secretary of the Interior to this request of the resolution is contained in the report of the Commissioner of the General Land Office, dated February 5, 1895, which, after citing certain

papers, copies of which are furnished as required by the resolution, proceeds as follows:

Referring to the last clause of the resolution, I have the honor to report that "a careful estimate of the quantity of land lying between the boundaries of the said reservation, as surveyed under the direction of the Commissioner of the General Land Office and the treaty boundaries thereof, as claimed by the Indians and marked upon the tracing or diagram furnished by the Commissioner of Indian Affairs, and now on file in the General Land Office, a copy of which is contained in said Senate executive document," results in making said quantity of land 909,990 acres; also, the corresponding area, limited on the north by the red line marked "Take this for the north line," is 724,608 acres.

In this connection, and referring to the last clause of the resolution, quoted above, it seems proper to remark that the diagram therein referred to was compiled from the third and fourth diagrams contained in the Senate executive document, and is a compromise line lying between those shown on said diagrams; that it does not represent any boundary claimed by the Indians, and that no copy thereof is on file in this office.

In separate package is transmitted a tracing (No. 2) from the "Map of the exterior boundaries of the Klamath Indian Reservation," surveyed in 1871, which will be referred to further on.

To supply the information "concerning the accuracy of the survey of the boundary lines of the Klamath Indian Reservation, in the State of Oregon," etc., to correct errors in diagrams, and to present a connected graphical showing of all available and reliable data, map No. 1 has been prepared, and is transmitted in separate package.

REMARKS ON MAP NO. 1 AND THE BOUNDARIES.

This map exhibits the reservation boundaries, and data within them in black, traced from the map of survey made in 1887; and, to the tracing thus prepared, have been added the drainage in blue, and the mountain system in black, of some fifty full or fractional townships, compiled and reduced from official township plats, to the scale of the map. The data taken from other reliable sources, such as field notes of public surveys, Klamath and Ashland sheets of Geological Survey, and exploring expedition to Oregon, in 1843, are shown in red.

The route of Fremont's exploring party has been laid down from his original map, and the narrative of his journey through this region may be consulted for information in regard to the character of the country, soil, timber, mountains, etc., all of which will be found in his report, Senate Ex. Doc. No. 174, Twenty-eighth Congress, second session (p. 203, December 9). Figures in red along the route refer to the dates (December, 1843) on which the camps were made.

The red figures in parentheses on map No. 1 are taken from the Klamath and Ashland sheets of the Geological Survey (copies herewith), and express altitudes above sea level. These surveys are limited on the north and east, respectively, by the parallel of 43° of latitude and 121° of longitude, beyond which the Geological Surveys have not been extended north and east. The heavy dotted red line running southwardly from the mountain in the northwest quarter of T. 28 S., R. 12, E., to Yamsay Peak, and thence eastwardly to Winter Ridge, marks the ridge or divide from which flow the waters southwesterly through the several channels into Klamath Lake and northeasterly into Paulina or Silver Lake.

ISH TISH EA WAX CREEK.

The mouth of this stream, or its junction with the south fork of Sprague River, being referred to in the treaty of 1864 as "the point where Sprague River is intersected by the Ish tish ea wax Creek," the true location of said point is a matter of prime importance.

The deputy surveyor, in 1871, writes in the field notes of his one hundred and fourteenth mile:

"At 2.50 chains Sprague River, at the intersection of Ish tish ea wax Creek, 75 links wide, runs west."

At the end of his notes the deputy says:

"In making the treaty with the Indians and defining the boundary of the reservation from the best information I can obtain much of the information in regard to the country was either obtained from the Indians or from the top of some mountain, hence the description of the boundary is in many places very imperfect and can not be strictly followed, but running these lines I have endeavored to conform as near as possible to the description as furnished me, and availed myself of the best information to be had in regard to the points named.

"Whenever it has been possible to do so without materially changing the line from that described in my instructions, I have run the line on the line of the public surveys, thereby avoiding as much as possible making a fractional section."

On map No. 2 the surveyor-general for Oregon represents the Ish tish ea wax Creek as flowing west southwest into Sprague River on the reservation boundary. The plat of T. 36 S., R. 14 E., which had been five years in his office, is correctly reproduced on a smaller scale on map No. 1, and exhibits the stream represented on No. 2 as "Ish tish ea wax Creek," named "South Fork of Sprague River." This South Fork and the "Middle Fork of Sprague River" are the only streams named on the official plats of townships in the three ranges adjoining the surveyed east boundary of the reservation south of latitude 43°.

In the field notes of the resurvey of the reservation boundaries, executed in 1887, the deputy does not mention the "Ish tish ea wax Creek" when he crosses Sprague River, which he finds 120 links wide, but in his "General description" writes, in part, as follows:

"The Ish tish ea wax Creek, mentioned in the treaty, is about 3 miles farther east, contained no water at the time of the survey, and runs through a low, rolling country."

The stream to which, without authority, the surveyor-general for Oregon attached the name "Ish tish ea wax Creek" flows south and empties into the South Fork of Sprague River on the north side. This erroneous compilation of the plat of T. 36 S., R. 14 E., subdivided in 1886, is retained on the first diagram with Senate Ex. Doc. No. 129, Fifty-third Congress, second session, and emphasized by making the mouth of said creek (Fritz Creek) a point of the treaty boundary.

Two small streams, designated A and B on map No. 1, rise in the mountains lying southeast, flow northwardly nearly parallel to each other, and enter the South Fork of Sprague River, the former (A) about 3 miles, and the latter (B) about 8½ miles, as the crow flies (probably nearly 10 miles by the river), from the intersection of the surveyed reservation boundary with Sprague River. The comparative size of these and other creeks in this region may be inferred from their widths expressed in links in black figures along the streams (one link is equal to 8 inches, nearly). On the official plats the two streams under consideration are represented as ending a mile or more from the South Fork. Subdivision of the townships was made in the month of September, when water was low. In the spring, water from melting snow in the mountains would be more plentiful and the creeks would probably then run full to their mouths. Their general courses, resulting from the assumed conditions, are indicated by dotted red lines.

Combining all the testimony from official plats, field notes, the Klamath sheet, affidavits of Indians, etc., this office concludes that the stream marked B is the Ish tish ea wax Creek of the treaty, and that the mouth of said creek in section 8, T. 37 S., R. 15 E., is a point in treaty boundary line, for the following reasons:

The mouth of the creek is about 10 miles from the intersection of the surveyed reservation boundary with Sprague River.

Of the two streams A and B, the latter is nearest the base of the mountains.

The mouth of the creek B is just below the point where the military road crosses the South Fork of Sprague River, a definite and fixed point, easily found and identified.

According to the township plat, an Indian trail leads from the reservation to the creek B and ends there, presumably for a purpose.

WINTER RIDGE.

On a map of the Department of the Columbia (second edition, revised, 1885) a range of mountains is represented as crossing in a north-northeast direction the forty-third parallel of latitude at a point 17½ miles west of Bald Butte, and is marked "Winter Ridge." The south point of the ridge embraces Little Yamsay Mountain and the mountains lying 6 miles east of it, and is evidently intended to represent the ridge indicated on Map No. 1 by the heavy dotted red lines extending north from Yamsay Mountain. This office is unable to state any reasons for this erroneous representation. The true Winter Ridge, which lies immediately west of Summer Lake, was named by Fremont more than half a century ago (see his report, p. 207, December 16).

Winter Ridge is the only continuous ridge that extends in a southerly direction to the intersection of the Ish tish ea wax Creek with a tributary of Sprague River.

The ridge running south from Yamsay Peak or Mountain must, as a matter of course, end when it reaches the valley of either Sycan or Sprague River.

BALD BUTTE AND OTHER MOUNTAINS.

Bald Butte, in the southeast quarter of T. 29 S., R. 14 E., and north by east from Sycan Marsh, is referred to and described in the field notes as "a high bald mountain." The Butte, represented on the plat with a base covering nearly 4 square miles, situated in a flat, timbered country, its bare summit is necessarily a prominent and conspicuous landmark. For the above and other reasons "Bald Butte" is here assumed to be identical with the "Ba ha" of the Indians.

According to the subdivisional field notes the mountain in the northwest quarter of T. 28 S., R. 12 E., is elevated about 1,300 feet above the rolling eastern part of the township, and is consequently a prominent landmark. For this reason, and on account of its position relative to other peaks, to Klamath Marsh, and to other topographical features referred to in the testimony of the Indians, the mountain in question is considered identical with the "Tsne whels sto e los" of the Indians. This mountain is not a sharp peak.

The sharp top mountain "Chok chok lisk se" must be located in Winter Ridge, for reasons already stated; and south of it, in the same ridge, must be located "Woo tok sic los" or "Wol lok se klus." Exactly where this rock is located is a matter of little or no importance, provided it is placed somewhere in Winter Ridge, and between "Chok chok lisk se" and "Ish tish ea wax Creek."

THE TREATY BOUNDARY AS UNDERSTOOD BY THE INDIANS AND LAID DOWN ON MAP NO. 1 BY THE GENERAL LAND OFFICE.

For want of observed and recorded directions, from Yainax Butte to the several peaks bearing Indian names, referred to in the testimony, and the absence of all reference to their names and positions on the rude sketches prepared and submitted by Indian agents, the complete identification of said mountains is made almost impossible; but, this office suggests, on Map No. 1, two possible boundaries for consideration by the authority which may interpret the testimony submitted with this report, one of which possibly may be found to represent the Indians' understanding of the treaty.

The boundary, starting from the initial point on the eastern shore of Klamath Lake, 12 miles below the mouth of Williamson River, thence following the natural boundary to the point 1 mile north of the bridge at Fort Klamath, presents no difficulty. The proper location of the northwest corner of the reservation is now the important question. From the point 1 mile north of the bridge the line runs east to the highest point of the ridge; thence up the ridge to Dutton Point, near the southern shore of Crater Lake; thence along the high ridges of a spur of the Cascade Mountains to Cowhorn Mountain. Nothing is known of the physical character of this mountain with absolute certainty. From the fact that Fremont mentions beds of pumice stone on the line of his march, and field notes of the public surveys 7 or 8 miles east of the mountain describe corners of basalt stone and mentions lava, all volcanic products, it is inferred that the mountain is an extinct volcano, which stands in an unsurveyed and even unexplored region. The position on the map is located approximately by triangulation from the surveyed reservation boundary; and, situated as the mountain is, nearly due west from the mountain in T. 28 S., R. 12 E., Cowhorn Mountain is assumed to be the "Bal la wisk se" of the Indians; thence the boundary runs as marked by the heavy full red line to "Chok chok lisk se," the northeast corner of the reservation; then turning "south and a little east" it follows Winter Ridge, east of the headwaters of all streams flowing into Sprague River, and down the ridge to "Ish tish ea wax Creek;" thence to We lye and along the well-defined continuous ridge forming the south boundary of the reservation to Kal wal, the initial point (see Klamath sheet).

The area between the boundary thus defined and the surveyed boundary of the reservation is 682,240 acres.

In case the testimony is not deemed sufficiently definite to identify Cowhorn Mountain as the northwest corner of the reservation and the "Bal la wisk se" of the Indians, consider Dutton Point, which is a high peak "near Mount Scott" (about 3½ miles distant), and "a mountain with deep canyons and dry;" and, consequently, answers well to the description of "Bal la wisk se."

Looking east from this elevated station Yamsay Peak, or "Tsne whels sto e los (?)" (which, with the exception of Mount Scott, is the highest peak within the reservation), would be seen looming up east and elevated nearly 3,700 feet above Klamath Marsh; the round butte, "Ba ha (?)," northeast of and full 1,200 feet above Sycan Marsh, would appear just to the right of Yamsay Peak, while in the distance, and nearly in line, the sharp peak of "Chok chok lisk se" might be seen in Winter Ridge, marking the northeast corner of the reservation.

The four mountain peaks last mentioned, all conspicuous landmarks, may be regarded as marking the north boundary of the reservation, which is represented on Map No. 1 by a fine red dotted line to Yamsay Peak or Mountain. The line runs east nearly to Klamath Marsh, thence northeasterly to the north point of the marsh, thence on a straight line, regardless of drainage and ridges, to the summit of Yamsay Peak, and thence with the main ridge or divide to the northeast corner in Winter Ridge. From said northeast corner the boundary runs nearly south and follows the full red line to Dutton Point. This boundary would seem to satisfy the claims of the Indians.

The area between the boundary thus determined and the surveyed reservation boundary is 159,520 acres.

If, according to the wording of the treaty, the west boundary is continued north from top of ridge near Fort Klamath (D), the northwest corner would fall at E; thence it could run east to F, and thence on the ridge or divide herein described.

The foregoing describes and Map No. 1 illustrates the first attempt made to lay down the reservation boundary on paper in a systematic manner and in accordance with treaty stipulations.

A schedule of the papers forwarded with this report is inclosed, and Senate resolution adopted December 13, 1894, and the accompanying papers are herewith returned.

Very respectfully,

S. W. LAMOREUX,
Commissioner.

The SECRETARY OF THE INTERIOR.

With the report made by the Secretary of the Interior, in response to the resolution of May 31, 1894, four maps or diagrams are furnished. The third and fourth of these maps or diagrams are copies of those furnished with reports of Agents Roork and Emery, the second is a section of the map of the State of Oregon, showing the reservation as surveyed, and the first is a diagram compiled in the General Land Office from the third and fourth diagrams or maps, showing, as reported by the Commissioner of the General Land Office, "a compromise line lying between those shown on said diagrams; it does not represent any boundary claimed by the Indians."

It will be seen from the foregoing report of the Commissioner of the General Land Office that a careful estimate of the quantity of land lying between this "compromise line" and the lines of the reservation as surveyed results in making said quantity of land 909,990 acres; also the corresponding area limited on the north by the red line marked "Take this for the north line," is 724,608 acres.

In his report of June 29, 1894 (129, 2, 3), he says of this compromise line that the brown dotted lines show the approximate limits claimed by the Indians; and on townships between those lines and the surveyed lines he indicates lands settled upon and selected under the land laws of the United States, reporting then that "the total area so entered and selected is about 120,961 acres." (129, 3.)

The Commissioner of the General Land Office, when the matter came before him for report upon the resolution of the Senate of December 13, 1894, appears to have realized the full importance of the subject before him, and to have appreciated the necessity for furnishing all possible data and information that would throw any light upon the case, for the consideration of Congress. He therefore did not simply content himself with a mere formal compliance with the said resolution. He has gone fully and carefully into the subject, with special reference to the points of doubt involved in the disputed question as to the proper locus of the boundary lines of the reservation as described in the treaty.

The results of his labors in this direction are set out in his report, and more clearly shown upon his map No. 1, compiled and submitted with his report of February 15, 1895 (see 62). He states the sources of information from which he obtained the data for the preparation of said map; he then discusses the location of Is tish ea wax Creek of the treaty, and concludes that "the mouth of said creek in Sec. 8, T. 37 S., R. 15 E., is a point in the treaty boundary." His conclusions on this point are so forcibly presented, and appear so entirely fair, just, and correct, that it is believed that no one will find any reasonable ground for further doubt upon that point. That point, so ascertained and disposed of, is fixed entirely in accordance with the claims of the Indians, and shows that their testimony as to their understanding of the treaty boundaries is entitled to great consideration.

Having fixed the locus of this disputed point, the Commissioner of the General Land Office states that "the mouth of the creek is about 10 miles from the intersection of the surveyed reservation with Sprague River." (62, 3.) And then he proceeds to present the information, compiled from reliable sources, as to other physical features of the country which must enter into the consideration for ascertaining the points and directions given in the treaty for the locus of the boundary lines of the reservation.

He shows that Winter Ridge is the only continuous ridge that extends in a southerly direction to the intersection of the Ish tish ea wax Creek with a tributary of Sprague River; and he concludes that this Winter Ridge answers the call of the treaty for the eastern boundary of the reservation, which is in these words: "Thence along said mountain to where Sprague River is intersected by Is tish ea wax Creek."

Proceeding then to locate other points, he states that Bald Butte, as laid down on said map No. 1, is, for reasons given, assumed to be identical with the "Ba ha" of the Indians; that the mountain located in T. 28 S., R. 12 E., is considered identical with the Tsm whels sho e los of the Indians, and that the Chok chok lisk se of the Indians is located in Winter Ridge, whose location has already been fixed upon.

Having reached the foregoing conclusions, he then submits a description of "the treaty boundary as understood by the Indians and laid down on map No. 1 by the General Land Office," and states that "the area between the boundary thus defined and the surveyed boundary of the reservation is 682,240 acres."

After doing this he says:

> In case the testimony is not deemed sufficiently definite to identify Cowhorn Mountain as the northwest corner of the reservation and the Bal la wisk se of the Indians, consider Dutton Point, which is a high peak "near Mount Scott" (about 3½ miles distant), and "a mountain with deep canyons and dry," and consequently answers well to the description of Bal la wisk se.

From the point thus designated he describes and marks upon the map No. 1 other lines for the northern boundary of the reservation, and concludes: "The area between the boundary thus determined and the surveyed reservation boundary is 159,520 acres." (62, 7.)

It would seem only to be necessary to read the description of the reservation boundaries as given in the treaty while looking at this last-mentioned line, given as a probable northern line of the treaty reservation, to at once see that said line not only does not answer the calls of the treaty, but is clearly at variance therewith.

The treaty calls for the northern boundary line of the reservation are, after having reached the northern extremity of the west boundary line, as follows: "Thence due east, passing the said north end of the upper lake, to the summit of the mountains on the east side of the lake."

Dutton Point is due southwest from the "north end of the upper lake," and the land described by the Commissioner of the General Land Office from Dutton Point as the possible north boundary line of the reservation runs due northeast to a point supposed to be intersected for the north end of upper lake, and then southeast, and so on, thus making for the north boundary of the reservation a line forming two sides of a triangle, while the treaty calls for the extension of the west boundary line so far north as to reach a point due west of "the north end of the upper lake;" and from that point the treaty description for the north boundary line is: "Thence due east, passing the said north end of the upper lake, to the summit of the mountains on the east side of the lake."

It is clear that the calls of the treaty for the northern boundary line can not be met by fixing the extreme northern limit of the western boundary line of the reservation at a point so far south that a line running from it to the north end of the upper lake will be a line running northeast and not a line running due east. Nor will the calls of the treaty be met by running a line northeast to the upper end of the north lake and thence southeast, while the treaty calls for the northern boundary line are "due east, passing the said north end of the upper lake."

The treaty requires that the western boundary line must be extended to a point far enough north so that said point shall be "due east (west) of the north end of the upper lake."

To stop said western boundary line of the reservation at Dutton Mountain, it will fall far short of the requirements of the treaty. It must be continued so far north that a line run from its northern extremity, thence due east, passing the said north end of the upper lake, will include in the treaty reservation the whole of said upper lake.

Upon examination of the testimony taken by Agent Emery, and furnished with his report of June 16, 1887, it will be seen that only one of the witnesses, Charles Preston, a white man, fixes the northern limit of the west boundary line. He says:

From the summit of the mountain east of Fort Klamath the line runs north along the ridge to a point near Mount Scott called Bal lasal wisk se. (62, 16.)

Allen David, Boo ki yu, chief, says that the west points of the northern line of the reservation begin on the top of a mountain called Bal la wisk se, and runs right north of Upper Klamath Lake to a high mountain called Tse whels sto e los. (62, 16.)

George Mercer, white man, who made the first survey complained of, says in his affidavit:

The terms of the treaty are very indefinite. In running the reservation boundary I complied with a request of Surveyor-General Odell to make the line conform to the township subdivision surveys, where the same could be done without injury to the claims of the reservation, thus avoiding any fractional surveys in closing to the reservation line. There is probably no dispute or doubt in regard to the west boundary of the reservation, as that line is well defined. Then, in running east from a point 1 mile north from the bridge of Fort Klamath, the summit spoken of as "the ridge that divides the Upper and Middle Klamath lakes," the ridge is not well defined; and then following north there is no well-defined ridge, the country being rolling and cut up by streams running in different directions. In fact, there is a good-sized river and several smaller streams crossed by that line. That line I extended to a point due west of the north end of Upper Klamath Lake. I then run east to the north end of said upper lake. There might be some little question raised as to the extreme north end, owing to the fact that as the waters in the lake rises and falls it overflows more land, and then again it recedes, leaving what was at other times a portion of the lake as dry land. (62, 17).

The testimony of L. B. Applegate does not touch upon the western and northern boundary lines.

Mo ghen kas kit testifies that—

From a mountain called Bal la wisk se (full of cares) the line of the reservation runs east, including Upper Klamath Lake, or Marsh, to Ba ha Mountain. (62, 18.)

R. P. Earhart, white man, testified as follows:

That I was the secretary of the commissioners appointed by the United States Government in 1864 to make treaty with the Klamath and Modoc Indians in Oregon; that I was present at the council and at the signing of the treaty on the 14th day of October, 1864, and witnessed the same; that at this distant time I have not sufficiently clear recollection of the boundary lines of the reservation agreed upon at said council and treaty to make a definite statement as to the whole of the boundaries of said reservation; that I do, however, clearly remember the place

described as the starting point of the boundary line as being a point of rocks (or bluff of rocks) on the shore of Middle Klamath Lake below the mouth of Williamson River, where the Indian trail passed around such point or bluff, near the bluff and close to the water of the lake; that as the country adjacent to and about the proposed reservation and so-called Klamath country was, at the time the treaty was made with the Klamath and Modoc Indians, occupied as a roaming and hunting ground by hostile Indians and by the United States troops pursuing such hostile Indians, particular care was taken by the commissioners at such treaty to have the boundary lines of the reservation of a distinctly marked character, well defined and fully and clearly explained and understood by the Klamath and Modoc Indians, and that each topographical feature of such reservation boundary as given in the treaty of October 14, 1864, was fully understood by them before signing the treaty.

The testimony of O. C. Applegate and I. D. Applegate, white men, do not touch particularly upon the western and northern boundary lines, but are directed mainly to the location of the mouth of Ish tish ea wax Creek.

Henry Blow, chief, testifies that "the north line of the reservation running toward the rising sun took in all of Upper Klamath Lake and ended at a mountain called Chok chok lisks se (Sharp Mountain)."

Lindsey Applegate, white man, testifies that—

> The treaty boundary of the Klamath Reservation began at Modoc Point, a little northwest of what is now known as the Captain Ferer place; then followed the margin of the lake to the mouth of Wood River, and up Wood River to the bridge above Fort Klamath; then north to a point from which a line running east would include all of Upper Klamath Lake. (62, 20.)

There is clearly nothing found in the testimony of any of the Indians, and nothing in the testimony of any of the white men, except that of Charles Preston, to warrant the statement of the Commissioner of the General Land Office, made in his report of February 5, 1895, as to the northern boundary line for the reservation described by him as starting from Dutton Point and running northeast; and so on, that "this boundary would seem to satisfy the claims of the Indians." He is clearly not satisfied in his own mind that Dutton Point is the Bal la wisk se of the Indians, for he places that name—Bal la wisk se—at that point with an interrogative mark after it, while no such mark is placed or doubt thus expressed as to the location of said Bal la wisk se when he places that name at Cowhorn Mountain, further north. He is evidently better satisfied that the northern boundary line, running due east from Cowhorn Mountain, answers the calls of the treaty for said line; and that the line laid down by him on his map, No. 1, and designated thus—"This full red line is the treaty boundary claimed by the Indians, as interpreted by the General Land Office, January, 1895; the area between this line and the surveyed boundary of the reservation is 682,240 acres"—most nearly conforms in his judgment to the description of the reservation boundaries as given in the treaty.

Such a conclusion of the matter does not show the loss to the Indians of as much land as is shown by other lines laid down on other maps by agents of the Government who have gone over the ground personally. But it indicates beyond any reasonable doubt that from 682,240 acres to 909,990 acres have been left out of the reservation by the erroneous survey of its out boundaries.

This fact being so clearly established it is important to fix the value to the Indians of the land of which they have been so unjustly deprived. For it can not be reasonably expected that the land will be restored to them. The money value of the land appropriated to be paid to them or expended for their benefit will do them far more good than the restoration of the land. They are now taking allotments on what has been left to them of the reservation. They receive no annuities, have

no treaty, land, or other funds to their credit, and are distressingly in need of funds to aid them in improving their allotments, by clearing and breaking land, constructing buildings, irrigating ditches, fences, etc., procuring domestic animals, wagons, agricultural implements, etc.

There have been many recent payments to Indians for lands under negotiations for relinquishment of their right, title, and interest therein and thereto.

The following instances showing the prices paid for such lands will be sufficient to indicate the value to the Indians of the Klamath Reservation for the lands of which they have been unjustly deprived.

The Sac and Fox Indians in Oklohoma were paid $485,000 for cession of about 394,000 acres of land, or about $1.23 per acre. This price was further increased to nearly $1.50 per acre by an additional appropriation made by Congress to pay those Sac and Fox Indians in Iowa for their interest in and claim to said land. (See 26 Stat. L., 752, 759; also Senate Ex. Doc. No. 172, Fifty-first Congress, first session.)

The Cœur D'Alene Indians in Idaho were paid $500,000 for 184,960 acres of land, or over $2.70 per acre. (See 26 Stat. L., 1030; also Senate Ex. Doc. No. 14, Fifty-first Congress, first session.)

The Crow Indians in Montana were paid $946,000 for about 1,800,000 acres, or about 52½ cents per acre. (See 26 Stat. L., 1040; also Senate Ex. Doc. No. 43, Fifty-first Congress, second session.)

The Sisseton and Wahpeton Sioux Indians in South Dakota were paid $2.50 per acre for ceded lands. (See 26 Stat. L., 1036.)

The Pawnee Indians in Oklahoma were paid $1.25 per acre for ceded surplus lands. (See Indian appropriation act, March 3, 1893, Public, No. 125, p. 36; also Senate Ex. Doc. No. 16, Fifty-second Congress, second session.)

The Indians of the Siletz Reservation in Oregon were paid $142,000 for 175,000 acres of ceded land, or about 81$\frac{1}{7}$ cents per acre. (See Indian appropriation act, August 15, 1894, Public, No. 197, p. 42; also Senate Ex. Doc. No. 39, Fifty-second Congress, second session.)

The Yankton tribe of Dakota or Sioux Indians were paid over $600,000 for 168,000 acres, or $3.62½ per acre. (See Indian appropriation act, August 15, 1894, Public, No. 197, p. 32; also Senate Ex. Doc. No. 27, Fifty-third Congress, second session.)

The Nez Percé Indians of Idaho were paid $1,626,222 for 542,074 acres, or $3 per acre. (See Indian appropriation act, August 15, 1894, Public, No. 197, p. 45; also Senate Ex. Doc. No. 31, Fifty-third Congress, second session.)

The United States agreed to pay for the more than 9,000,000 acres of land ceded in the Dakotas by the Sioux Nation of Indians as follows: For all land taken by settlers within three years after acceptance of the act of March 2, 1889 (25 Stat. L., 896), $1.25 per acre; in next two years 75 cents per acre, and for the residue running thereafter undisposed of 50 cents per acre. If these lands are taken at the average of these prices their cost will be 83$\frac{1}{3}$ cents per acre.

For surplus lands ceded by the Cheyenne and Arapahoe Indians in Oklahoma payment was made to them at 55 cents per acre, and to the Choctaws and Chickasaws, for the same lands, $1.25 per acre, making the combined payments for those lands over $1.80 per acre. (26 Stat. L., 1025.)

The Cherokee Indians were recently paid about $1.43 per acre for the large area in the Cherokee Outlet purchased from them. (See act March 3, 1893; also Senate Ex. Doc. No. 56, Fifty-second Congress, first session.)

About half of the Colville Reservation, in the State of Washington,

was opened to settlement by act of July 1, 1892 (27 Stat. L., 62), at $1.25 per acre.

The foregoing are sufficient to show the prices at which the United States have obtained the relinquishment of the Indian titles and claim of the surplus lands of Indian reservations.

The foregoing prices per acre, viz, $1.50, $2.70, $0.52½, $2.50, $1.25, 0.81\frac{1}{7}$, $3, $3.62½, $0.83⅓, $1.80, and $1.43, make an average of about $1.81 per acre as the price paid by the United States for Indian lands of various qualities and kinds. The average of the lands thus purchased will not show a higher grade of land than that of which the Indians of the Klamath Reservation have been unjustly deprived.

If they are allowed for the 909,990 acres claimed by them their claim at $1.81 per acre would amount to the sum of $1,647,081.90.

If they shall only be allowed at the rate of $1.25 per acre for the same quantity their claim would amount to the sum of $1,137,487.50.

If they shall be allowed only the quantity of land estimated by the Commissioner of the General Land Office to have been excluded from the reservation by the erroneous survey of its out boundaries, viz, 682,240 acres, their claim therefor at $1.81 per acre would amount to the sum of $1,234,854.40; or, if they shall only be allowed for said quantity of land at the rate of $1.25 per acre, their claim would amount to the sum of $852,800.

Whatever may be the quantity of land erroneously excluded from the reservation provided for in the treaty—and the quantity so excluded can not be less than 682,240 acres, and may be more—claim for compensation therefor at $1.25 per acre is made by and on behalf of the Indians interested therein, and Congress is hereby petitioned to make suitable legislation and appropriation for the adjustment of the claim.

JOS. K. MCCAMMON,
Attorney for the Klamath and Modoc Tribes,
and the Yahooskin Band of Snake Indians.

R. V. BELT, *of Counsel.*

WASHINGTON, D. C., *February 12, 1896.*

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 132.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 20, 1896.—Ordered to be printed.

Mr. HALE presented the following

LETTER FROM THE PUBLIC PRINTER RELATIVE TO SPEECH ENVELOPES IN THE POSSESSION OF THE SERGEANT-AT-ARMS.

OFFICE OF THE PUBLIC PRINTER,
Washington, D. C., January 11, 1896.

SIR: In reply to my inquiry addressed to you on the 8th of October last concerning speech envelopes, you stated that the superintendent of the Senate folding room had reported to you that he had on hand the following envelopes:

Size.	Printed.	Not printed.
3¾ by 6½ inches	160,000	285,000
4½ by 10 inches	233,000	169,000
6½ by 10 inches	1,500,000	1,700,000
8½ by 11½ inches	20,000	.....
9½ by 12 inches	5,000	45,000

I was under the impression, from the conversation I had with you on the occasion of your visit to this office a few days previous to the date of my inquiry, that any speech envelopes which were in your possession would be used by you in filling orders from Senators until the supply was exhausted, in consequence of which this office has not obtained as large a supply of such envelopes as it would have otherwise provided. I am informed by Mr. Smith, the representative of this office at the Capitol, that you have stated that, in view of the provisions of section 37 of the act of January 12, 1895, you doubt your authority to issue such envelopes to Senators for mailing the Congressional Record and speeches.

Please inform me whether Mr. Smith's understanding is correct; and, if so, whether you have any objection to this office requesting the Senate Committee on Printing to introduce a resolution in the Senate authorizing you to turn over to the Public Printer any speech envelopes now in your possession, that they may be made available for the purposes for which they were purchased.

Very respectfully,

TH. E. BENEDICT,
Public Printer.

Hon. R. J. BRIGHT,
Sergeant-at-Arms, United States Senate.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 133.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 24, 1896.—*Resolved*, That the treaty of eighteen hundred and fifty, known as the Clayton-Bulwer Treaty, and articles twenty to twenty-eight, both inclusive, of the treaty of February eleventh, eighteen hundred and sixty, between Great Britain and Nicaragua, and the treaty of eighteen hundred and sixty-seven, between the United States and Nicaragua, be printed together, as a document for the use of the Senate.

DOCUMENT No. 38.

24.—*Clayton-Bulwer treaty of April 19, 1850.*

The United States of America and Her Britannic Majesty, being desirous of consolidating the relations of amity which so happily subsist between them, by setting forth and fixing in a convention their views and intentions with reference to any means of communication by ship-canal, which may be constructed between the Atlantic and Pacific oceans by the way of the river San Juan de Nicaragua and either or both of the Lakes of Nicaragua or Managua, to any port or place on the Pacific Ocean, the President of the United States has conferred full powers on John M. Clayton, Secretary of State of the United States, and Her Britannic Majesty on the Right Honorable Sir Henry Lytton Bulwer, a member of Her Majesty's most honorable privy council, knight commander of the most honorable Order of the Bath, and envoy extraordinary and minister plenipotentiary of Her Britannic Majesty to the United States, for the aforesaid purpose; and the said plenipotentiaries having exchanged their full powers, which were found to be in proper form, have agreed to the following articles:

ARTICLE I.

The Governments of the United States and Great Britain hereby declare that neither the one nor the other will ever obtain or maintain for itself any exclusive control over the said ship canal; agreeing that neither will ever erect or maintain any fortifications commanding the same or in the vicinity thereof, or occupy, or fortify, or colonize, or assume, or exercise any dominion over Nicaragua, Costa Rica, the Mosquito coast, or any part of Central America; nor will either make use of any protection which either affords or may afford, or any alliance which either has or may have to or with any State or people, for the purpose of erecting or maintaining any such fortifications, or of occupying, fortifying, or colonizing Nicaragua, Costa Rica, the Mosquito coast, or any part of Central America, or of assuming or exercising dominion over the same; nor will the United States or Great Britain take advantage of any intimacy, or use any alliance, connection, or influence that either may possess with any State or Government through whose territory the said canal may pass, for the purpose of acquiring

or holding, directly or indirectly, for the citizens or subjects of the one, any rights or advantages in regard to commerce or navigation through the said canal which shall not be offered on the same terms to the citizens or subjects of the other.

Article II.

Vessels of the United States or Great Britain traversing the said canal shall, in case of war between the contracting parties, be exempted from blockade, detention, or capture by either of the belligerents; and this provision shall extend to such a distance from the two ends of the said canal as may hereafter be found expedient to establish.

Article III.

In order to secure the construction of the said canal, the contracting parties engage that if any such canal shall be undertaken upon fair and equitable terms by any parties having the authority of the local Government or Governments through whose territory the same may pass, then the persons employed in making the said canal, and their property used, or to be used, for that object, shall be protected, from the commencement of the said canal to its completion, by the Governments of the United States and Great Britain, from unjust detention, confiscation, seizure, or any violence whatsoever.

Article IV.

The contracting parties will use whatever influence they respectively exercise with any State, States, or Governments, possessing or claiming to possess any jurisdiction or right over the territory which the said canal shall traverse, or which shall be near the waters applicable thereto, in order to induce such States or Governments to facilitate the construction of the said canal by every means in their power. And furthermore, the United States and Great Britain agree to use their good offices, wherever or however it may be most expedient, in order to procure the establishment of two free ports, one at each end of the said canal.

Article V.

The contracting parties further engage that when the said canal shall have been completed they will protect it from interruption, seizure, or unjust confiscation, and that they will guarantee the neutrality thereof, so that the said canal may forever be open and free, and the capital invested therein secure. Nevertheless, the Governments of the United States and Great Britain, in according their protection to the construction of the said canal, and guaranteeing its neutrality and security when completed, always understand that this protection and guarantee are granted conditionally, and may be withdrawn by both Governments, or either Government, if both Governments, or either Government, should deem that the persons or company undertaking or managing the same adopt or establish such regulations concerning the traffic thereupon as are contrary to the spirit and intention of this convention, either by making unfair discriminations in favor of the commerce of one of the contracting parties over the commerce of the other, or by imposing oppressive exactions or unreasonable tolls upon passengers, vessels, goods, wares, merchandise, or other articles. Neither party, however, shall withdraw the aforesaid protection and guarantee without first giving six months' notice to the other.

ARTICLE VI.

The contracting parties in this convention engage to invite every State with which both or either have friendly intercourse to enter into stipulations with them similar to those which they have entered into with each other, to the end that all other States may share in the honor and advantage of having contributed to a work of such general interest and importance as the canal herein contemplated. And the contracting parties likewise agree that each shall enter into treaty stipulations with such of the Central American States as they may deem advisable, for the purpose of more effectually carrying out the great design of this convention, namely, that of constructing and maintaining the said canal as a ship communication between the two oceans for the benefit of mankind, on equal terms to all, and of protecting the same; and they also agree that the good offices of either shall be employed, when requested by the other, in aiding and assisting the negotiation of such treaty stipulations; and should any differences arise as to right or property over the territory through which the said canal shall pass between the States or Governments of Central America, and such differences should in any way impede or obstruct the execution of the said canal, the Governments of the United States and Great Britain will use their good offices to settle such differences in the manner best suited to promote the interests of the said canal, and to strengthen the bonds of friendship and alliance which exist between the contracting parties.

ARTICLE VII.

It being desirable that no time should be unnecessarily lost in commencing and constructing the said canal, the Governments of the United States and Great Britain determine to give their support and encouragement to such persons or company as may first offer to commence the same, with the necessary capital, the consent of the local authorities, and on such principles as accord with the spirit and intention of this convention; and if any persons or company should already have, with any State through which the proposed ship canal may pass, a contract for the construction of such a canal as that specified in this convention, to the stipulations of which contract neither of the contracting parties in this convention have any just cause to object, and the said persons or company shall moreover have made preparations, and expended time, money, and trouble, on the faith of such contract, it is hereby agreed that such persons or company shall have a priority of claim over every other person, persons, or company to the protection of the Governments of the United States and Great Britain, and be allowed a year from the date of the exchange of the ratifications of this convention for concluding their arrangements, and presenting evidence of sufficient capital subscribed to accomplish the contemplated undertaking; it being understood that if, at the expiration of the aforesaid period, such persons or company be not able to commence and carry out the proposed enterprise, then the Governments of the United States and Great Britain shall be free to afford their protection to any other persons or company that shall be prepared to commence and proceed with the construction of the canal in question.

ARTICLE VIII.

The Governments of the United States and Great Britain having not only desired, in entering into this convention, to accomplish a particular object, but also to establish a general principle, they hereby agree to

extend their protection, by treaty stipulations, to any other practicable communications, whether by canal or railway, across the isthmus which connects North and South America, and especially to the inter-oceanic communications, should the same prove to be practicable, whether by canal or railway, which are now proposed to be established by the way of Tehauntepec or Panama. In granting, however, their joint protection to any such canals or railways as are by this article specified, it is always understood by the United States and Great Britain that the parties constructing or owning the same shall impose no other charges or conditions of traffic thereupon than the aforesaid Governments shall approve of as just and equitable; and that the same canals or railways, being open to the citizens and subjects of the United States and Great Britain on equal terms, shall also be open on like terms to the citizens and subjects of every other State which is willing to grant thereto such protection as the United States and Great Britain engage to afford.

ARTICLE IX.

The ratifications of this convention shall be exchanged at Washington within six months from this day, or sooner if possible.

In faith whereof, we, the respective plenipotentiaries, have signed this convention, and have hereunto affixed our seals.

Done at Washington, the nineteenth day of April, anno Domini one thousand eight hundred and fifty.

JOHN M. CLAYTON. [L. S.]
HENRY LYTTON BULWER. [L. S.]

TREATY BETWEEN GREAT BRITAIN AND THE REPUBLIC OF NICARAGUA.

[Signed at Managua, February 11, 1860.]

XX. The Republic of Nicaragua hereby grants to Great Britain, and to British subjects and property, the right of transit between the Atlantic and Pacific oceans, through the territories of that Republic, on any route of communication, natural or artificial, whether by land or water, which may now or hereafter exist or be constructed under the authority of Nicaragua, to be used and enjoyed in the same manner and upon equal terms by both parties and their respective subjects and citizens. The Republic of Nicaragua, however, reserves its full and complete right of sovereignty over the same; and, generally, the Republic of Nicaragua engages to grant to Great Britain and to British subjects the same rights and privileges, in all respects, in regard to the transit and the rates of transit, and also as regards all other rights, privileges, and advantages whatsoever, whether relating to the passage and employment of troops, or otherwise, which are now or may hereafter be granted to, or allowed to be enjoyed by, the most favored nation.

XXI. Her Majesty the Queen of the United Kingdom of Great Britain and Ireland hereby agrees to extend her protection to all such routes of communication as aforesaid, and to guarantee the neutrality and innocent use of the same.

Her Britannic Majesty also agrees to employ her influence with other nations to induce them to guarantee such neutrality and protection.

And the Republic of Nicaragua, on its part, undertakes to establish two free ports, one at each of the extremities of the communication aforesaid, on the Atlantic and Pacific oceans. At these ports no tonnage or other duties shall be imposed or levied by the Government of Nicaragua on the vessels of Great Britain, or on any effects or merchandise belonging to subjects of Great Britain, or of any other country, intended bona fide for transit across the said route of communication, and not for consumption within the Republic of Nicaragua. Her Britannic Majesty shall also be at liberty, on giving notice to the Government or authorities of Nicaragua, to carry troops, provided they are destined for a British possession or places beyond the sea, and are not intended to be employed against Central American nations friendly to Nicaragua, and munitions of war, and also to convey criminals, prisoners, and convicts, with their escorts, in her own vessels or otherwise, to either of the said free ports, and shall be entitled to their conveyance between them, without obstruction by the authorities of Nicaragua, and without any charges or tolls whatever for their transportation on any of said routes of communication. And no higher or other charges or tolls shall be imposed on the conveyance or transit of the persons and property of subjects of Great Britain, or of the subjects and citizens of any other country, across the said routes of communication, than are or may be imposed on the persons or the property of citizens of Nicaragua.

And the Republic of Nicaragua concedes the right of the postmaster-general of Great Britain to enter into contracts with any individuals or companies to transport the mails of Great Britain along the said routes of communication, or along any other routes across the Isthmus, in close bags, the contents of which may not be intended for distribution within the said Republic, free from the imposition of all taxes or duties by the Government of Nicaragua; but this liberty is not to be construed so as to permit such individuals or companies by virtue of this right to transport the mails, to carry also passengers or freight, except any messenger deputed by the British post office in charge of mails.

XXII. The Republic of Nicaragua agrees that, should it become necessary at any time to employ military forces for the security and protection of persons and property passing over any of the routes aforesaid, it will employ the requisite force for that purpose; but upon failure to do this for any cause whatever, Her Britannic Majesty may, with the consent or at the request of the Government of Nicaragua, or of the minister thereof at London or Paris, or of the competent, legally appointed local authorities, civil or military, employ such force for this and for no other purpose; and when, in the opinion of the Nicaraguan Government, the necessity ceases, such forces shall be immediately withdrawn.

In the exceptional case, however, of unforeseen or imminent danger to the lives or properties of British subjects, Her Majesty's forces are authorized to act for their protection without such previous consent having been obtained.

XXIII. It is understood, however, that Her Britannic Majesty, in according protection to such routes of communication, and guaranteeing their neutrality and security, always intends that the protection and guarantee are granted conditionally, and may be withdrawn if Her Britannic Majesty should deem that the persons or company undertaking or managing the same adopt or establish such regulations concerning the traffic thereupon as are contrary to the spirit and intention of this treaty, either by making unfair discriminations in favor of the

commerce of any other nation or nations, or by imposing oppressive exactions or unreasonable tolls upon mails, passengers, vessels, goods, wares, merchandise, or other articles. The aforesaid protection and guarantee shall not, however, be withdrawn by Her Britannic Majesty without giving six months' notice to the Republic of Nicaragua.

XXIV. And it is further understood and agreed that, in any grant or contract which may hereafter be made or entered into by the Government of Nicaragua, having reference to the interoceanic routes above referred to, or any of them, the rights and privileges granted by this convention to Her Britannic Majesty and to British subjects shall be fully protected and reserved; and if any such grant or contract now exist of a valid character, it is further understood that the guarantee and protection of Her Britannic Majesty stipulated in Article XXI of this treaty shall be held inoperative and void until the holders of such grant or contract shall recognize the concessions made in this treaty to Her Britannic Majesty and to British subjects with respect to such interoceanic routes, or any of them, and shall agree to observe and be governed by those concessions as fully as if they had been embraced in their original grant or contract; after which recognition and agreement the said guarantee and protection shall be in full force; provided that nothing herein contained shall be construed either to affirm or deny the validity of any of the said contracts.

XXV. After ten years from the completion of a canal, railroad, or any other route of communication through the territory of Nicaragua from the Atlantic to the Pacific Ocean, no company which may have constructed or be in possession of the same shall ever divide, directly or indirectly, by the issue of new stock, the payment of dividends, or otherwise, more than fifteen per cent per annum, or at that rate, to its stockholders from tolls collected thereupon; but whenever the tolls be found to yield a larger profit than this they shall be reduced to the standard of fifteen per cent per annum.

XXVI. It is understood that nothing contained in this treaty shall be construed to affect the claim of the Government and citizens of the Republic of Costa Rica to a free passage, by the San Juan River, for their persons and property, to and from the ocean.

XXVII. The present treaty shall remain in force for the term of twenty years from the day of the exchange of ratifications; and, if neither party shall notify to the other its intention of terminating the same twelve months before the expiration of the twenty years stipulated above, the said treaty shall continue binding on both parties beyond the said twenty years until twelve months from the time that one of the parties may notify to the other its intention of terminating it.

XXVIII. The present treaty of friendship, commerce, and navigation shall be ratified, and the ratifications shall be exchanged at London as soon as possible within six months from this date.

In witness whereof the respective plenipotentiaries have signed the same, etc.

NICARAGUA—1867.

TREATY OF FRIENDSHIP, COMMERCE, AND NAVIGATION.

Concluded June 21, 1867; ratifications exchanged at Granada June 20, 1868; proclaimed August 13, 1868.

The United States of America and the Republic of Nicaragua, desiring to maintain and to improve the good understanding and the friendly

relations which now happily exist between them, to promote the commerce of their citizens, and to make some mutual arrangement with respect to a communication between the Atlantic and Pacific Oceans by the River San Juan and either or both the lakes of Nicaragua and Managua, or by any other route through the Territories of Nicaragua, have agreed, for this purpose, to conclude a treaty of friendship, commerce, and navigation, and have accordingly named as their respective plenipotentiaries, that is to say:

The President of the United States, Andrew B. Dickinson, minister resident and extraordinary to Nicaragua; and His Excellency the President of the Republic of Nicaragua, Señor Licenciado Don Tomas Ayon, minister of foreign relations: Negotiators.

Who, after communicating to each other their full powers, found in due and proper form, have agreed upon the following articles:

ARTICLE I.

There shall be perpetual amity between the United States and their citizens on the one part, and the Government of the Republic of Nicaragua and its citizens of the other. Declaration of amity.

ARTICLE II.

There shall be between all the Territories of the United States and the Territories of the Republic of Nicaragua a reciprocal freedom of commerce. The subjects and citizens of the two countries, respectively, shall have full liberty freely and securely to come with their ships and cargoes to all places, ports, and rivers in the territories aforesaid, to which other foreigners are or may be permitted to come, to enter into the same, and to remain and reside in any part thereof, respectively; also to hire and occupy houses and warehouses for the purposes of their commerce; and generally the merchants and traders of each nation, respectively, shall enjoy the most complete protection and security for their commerce, subject always to the laws and statutes of the two countries, respectively. In like manner the respective ships of war and post-office packets of the two countries shall have liberty freely and securely to come to all harbors, rivers, and places to which other foreign ships of war and packets are or may be permitted to come, to enter the same, to anchor, and to remain there and refit, subject always to the laws and statutes of the two countries, respectively. Freedom of commerce.

By the right of entering places, ports, and rivers, mentioned in this article, the privilege of carrying on the coasting trade is not understood; in which trade national vessels only of the country where the trade is carried on are permitted to engage. Coasting trade.

ARTICLE III.

It being the intention of the two high contracting parties to bind themselves by the two preceding articles to treat each other on the footing of the most favored nations, it is hereby agreed between them that any favor, privilege, or immunity whatever in matters of commerce and navigation, which either contracting party has actually granted, or may grant hereafter, to the subjects or citizens of any other State, shall be extended to the subjects or citizens of the other contracting party; gratuitously, if the concession in favor of that other nation shall have been gratuitous, or in return for a compensation, as nearly as possible of a proportionate value and effect, to be adjusted by mutual agreement, if the concession shall have been conditional. Most favored nations.

ARTICLE IV.

No discrimination in duties and charges on exports and imports.

No higher or other duties shall be imposed on the importation into the Territories of the United States of any article being the growth, produce, or manufacture of the Republic of Nicaragua, and no higher or other duties shall be imposed on the importation into the Territories of the Republic of Nicaragua of any article being the growth, produce, or manufacture of the United States, than are or shall be payable upon the like articles being the growth, produce, or manufacture of any other foreign country; nor shall any other or higher duties or charges be imposed in the Territories of either of the high contracting parties on the exportation of any articles to the Territories of the other than such as are or may be payable on the exportation of the like articles to any other foreign country; nor shall any prohibition be imposed upon the importation or exportation of any articles the growth, produce, or manufacture of the Territories of the United States or the Republic of Nicaragua to or from the said Territories of the United States, or to or from the Republic of Nicaragua, which shall not equally extend to all other nations.

ARTICLE V.

No discrimination in tonnage-duties.

Nor higher or other duties or payments on account of tonnage, of light or harbor dues, or pilotage, of salvage in case of either damage or shipwreck, or on account of any local charges, shall be imposed in any of the ports of Nicaragua on vessels of the United States than those payable by Nicaraguan vessels, nor in any of the ports of the United States on Nicaraguan vessels than shall be payable in the same ports on vessels of the United States.

ARTICLE VI.

No discrimination in duties on vessels.

The same duties shall be paid on the importation into the territories of the Republic of Nicaragua of any articles being the growth, produce, or manufacture of the territories of the United States, whether such importation shall be made in Nicaraguan vessels or in the vessels of the United States; and the same duties shall be paid on the importation into the territories of the United States of any article being the growth, produce, or manufacture of the Republic of Nicaragua, whether such importation shall be made in Nicaraguan or United States vessels. The same duties shall be paid, and the same bounties and drawbacks allowed, on the exportation to the Republic of Nicaragua, of any article, being the growth, produce, or manufacture of the territories of the United States, whether such exportation shall be made in Nicaraguan or United States vessels; and the same duties shall be paid, and the same bounties and drawbacks allowed, on the exportation of any articles, being the growth, produce, or manufacture of the Republic of Nicaragua to the territories of the United States, whether such exportation shall be made in the vessels of the United States or of Nicaragua.

ARTICLE VII.

Privileges of citizens of one nation in the territory of the other in business affairs.

All merchants, commanders of ships, and others, citizens of the United States, shall have full liberty in all the territories of the Republic of Nicaragua to manage their own affairs themselves, as permitted by the laws, or to commit them to the management of whomsoever they please, as broker, factor, agent, or interpreter; nor shall they be obliged to employ any other persons in those capacities than those employed by Nicara-

guans, nor to pay them any other salary or remuneration than such as is paid in like cases by Nicaraguan citizens; and absolute freedom shall be allowed in all cases to the buyer and seller to bargain and fix the price of any goods, wares, or merchandise imported into or exported from the Republic of Nicaragua as they shall see good, observing the laws and established customs of the country.

The same privileges shall be enjoyed in the territories of the United States by the citizens of the Republic of Nicaragua under the same conditions.

The citizens of the high contracting parties shall reciprocally receive and enjoy full and perfect protection for their persons and property, and shall have free and open access to the courts of justice in said countries, respectively, for the prosecution and defence of their just rights; and they shall be at liberty to employ, in all cases, advocates, attorneys, or agents, of whatsoever description, whom they may think proper; and they shall enjoy, in this respect, the same rights and privileges therein as native citizens.

Protection to persons and property.

ARTICLE VIII.

In whatever relates to the police of the ports, the lading and unlading of ships, the safety of merchandise, goods and effects, the succession to personal estates, by will or otherwise, and the disposal of personal property of every sort and denomination by sale, donation, exchange, testament, or any other manner whatsoever, as also the administration of justice, the citizens of the two high contracting parties shall reciprocally enjoy the same privileges, liberties, and rights as native citizens; and they shall not be charged in any of these respects with any higher imposts or duties than those which are or may be paid by native citizens, submitting, of course, to the local laws and regulations of each country, respectively.

Privileges of citizens of one nation in the territory of the other.

The foregoing provisions shall be applicable to real estate situated within the States of the American Union, or within the Republic of Nicaragua, in which foreigners shall be entitled to hold or inherit real estate. But in case real estate situated within the territories of one of the contracting parties should fall to a citizen of the other party, who, on account of his being an alien, could not be permitted to hold such property in the State in which it may be situated, there shall be accorded to the said heir, or other successor, such time as the laws of the State will permit to sell such property. He shall be at liberty, at all times, to withdraw and export the proceeds thereof without difficulty, and without paying to the Government any other charges than those which would be paid by an inhabitant of the country in which the real estate may be situated.

Real estate.

If any citizen of the two high contracting parties shall die without a will or testament in any of the territories of the other, the minister or consul, or other diplomatic agent of the nation to which the deceased belonged (or the representative of such minister or consul, or other diplomatic agent, in case of absence), shall have the right to nominate curators to take charge of the property of the deceased, so far as the laws of the country will permit, for the benefit of the lawful heirs and creditors of the deceased, giving proper notice of such nomination to the authorities of the country.

Estates of deceased persons.

ARTICLE IX.

Intermarriage and holding property not to change national character.

1. The citizens of the United States residing in Nicaragua, or the citizens of Nicaragua residing in the United States, may intermarry with the natives of the country; hold and possess, by purchase, marriage, or descent, any estate, real or personal, without thereby changing their national character, subject to the laws which now exist or may be enacted in this respect.

Exemption from military service and contributions.

2. The citizens of the United States residents in the Republic of Nicaragua, and the citizens of Nicaragua residents in the United States, shall be exempted from all forced or compulsory military service whatsoever, by land or sea; from all contributions of war, military exactions, forced loans in time of war; but they shall be obliged, in the same manner as the citizens of each nation, to pay lawful taxes, municipal and other modes of imposts, and ordinary charges, loans, and contributions in time of peace (as the citizens of the country are liable), in just proportion to the property owned.

Property not to be taken without compensation.

3. Nor shall the property of either, of any kind, be taken for any public object without full and just compensation to be paid in advance; and

Freedom of travel and intercourse.

4. The citizens of the two high contracting parties shall have the unlimited right to go to any part of the territories of the other, and in all cases enjoy the same security as the natives of the country where they reside, with the condition that they duly observe the laws and ordinances.

ARTICLE X.

Consuls.

It shall be free for each of the two high contracting parties to appoint consuls for the protection of trade, to reside in any of the territories of the other party. But before any consul shall act as such, he shall, in the usual form, be approved and admitted by the Government to which he is sent; and either of the high contracting parties may except from the residence of consuls such particular places as they judge fit to be excepted.

Most favored nation privileges accorded to consuls.

Diplomatic agents and consuls.

The diplomatic agents of Nicaragua and consuls shall enjoy in the territories of the United States whatever privileges, exemptions, and immunities are or shall be allowed to the agents of the same rank belonging to the most favored nations; and in the like manner the diplomatic agents and consuls of the United States in Nicaragua shall enjoy, according to the strictest reciprocity, whatever privileges, exemptions, and immunities are or may be granted in the Republic of Nicaragua to the diplomatic agents and consuls of the most favored nations.

ARTICLE XI.

In case of unfriendly relation citizens may remove property.

For the better security of commerce between the citizens of the United States and the citizens of Nicaragua, it is agreed, that if at any time any interruption of friendly intercourse, or any rupture, should unfortunately take place between the two high contracting parties, the citizens of either, who may be within the territories of the other, shall, if residing on the coast, be allowed six months, and if in the interior, a whole year, to wind up their accounts,

and dispose of their property; and a safe conduct shall be given to them to embark at any port they themselves may select. Even in case of rupture, all such citizens of either of the high contracting parties who are established in any of the territories of the other, in trade or other employment, shall have the privilege of remaining and of continuing such trade or employment, without any manner of interruption, in the full enjoyment of liberty and property, so long as they behave peaceably, and commit no offence against the laws; and their goods and effects, of whatever description they may be, whether in their own custody, or intrusted to individuals or to the State, shall not be liable to seizure or sequestration, nor to any other charges or demands than those which may be made upon the like effects or property belonging to the native citizens of the country in which such citizen may reside. In the same case, debts between individuals, property in public funds, and shares of companies, shall never be confiscated, nor detained, nor sequestered.

ARTICLE XII.

The citizens of the United States and the citizens of the Republic of Nicaragua, respectively, residing in any of the territories of the other party, shall enjoy in their houses, persons, and property the protection of the Government, and shall continue in possession of the guarantees which they now enjoy. They shall not be disturbed, molested, or annoyed in any manner on account of their religious belief, nor in the proper exercise of their religion, agreeably to the system of tolerance established in the territories of the high contracting parties; provided they respect the religion of the nation in which they reside, as well as the constitution, laws, and customs of the country.

Privileges of citizens of one nation in the territory of the other.

Liberty shall also be granted to bury the citizens of either of the two high contracting parties, who may die in the territories aforesaid, in burial places of their own, which in the same manner may be freely established and maintained; nor shall the funerals or sepulchres of the dead be disturbed in any way or upon any account.

ARTICLE XIII.

Whenever a citizen of either of the contracting parties shall be forced to seek refuge or asylum in the rivers, bays, ports, or dominions of the other with their vessels, whether merchant or war, public or private, through stress of weather, pursuit of pirates or enemies, or want of provisions or water, they shall be received and treated with humanity, and given all favor and protection for repairing their vessels, procuring provisions, and placing themselves in all respects in a condition to continue their voyage without obstacle of any kind.

Refuge and asylum.

ARTICLE XIV.

The Republic of Nicaragua hereby grants to the United States, and to their citizens and property, the right of transit between the Atlantic and Pacific oceans through the territory of that Republic, on any route of communication, natural or artificial, whether by land or by water, which may now or hereafter exist or be constructed under the authority of Nicaragua, to be used and enjoyed in the same manner and upon equal terms by both Republics and their respective citizens; the Republic of Nicaragua, however, reserving its rights of sovereignty over the same.

Right of transit between the Atlantic and Pacific oceans.

ARTICLE XV.

The United States hereby agree to extend their protection to all such routes of communication as aforesaid, and to guarantee the neutrality and innocent use of the same. They also agree to employ their influence with other nations to induce them to guarantee such neutrality and protection.

Neutrality of the routes to be guaranteed.

And the Republic of Nicaragua, on its part, undertakes to establish one free port at each extremity of one of the aforesaid routes of communication between the Atlantic and Pacific Oceans. At these ports no tonnage or other duties shall be imposed or levied by the Government of Nicaragua on the vessels of the United States, or on any effects or merchandise belonging to citizens or subjects of the United States, or upon the vessels or effects of any other country intended, bona fide, for transit across the said routes of communication, and not for consumption within the Republic of Nicaragua. The United States shall also be at liberty, on giving notice to the Government or authorities of Nicaragua, to carry troops and munitions of war in their own vessels, or otherwise, to either of said free ports, and shall be entitled to their conveyance between them without obstruction by said Government or authorities, and without any charges or tolls whatever for their transportation on either of said routes; provided said troops and munitions of war are not intended to be employed against Central American nations friendly to Nicaragua. And no higher or other charges or tolls shall be imposed on the conveyance or transit of persons and property of citizens or subjects of the United States, or of any other country, across the said routes of communication, than are or may be imposed on the persons and property of citizens of Nicaragua.

Free port.

No tonnage or other duties.

Conveyance of troops.

Tolls.

And the Republic of Nicaragua concedes the right of the Postmaster-General of the United States to enter into contracts with any individuals or companies to transport the mails of the United States along the said routes of communication, or along any other routes across the Isthmus, in its discretion, in closed bags, the contents of which may not be intended for distribution within the said Republic, free from the imposition of all taxes or duties by the Government of Nicaragua; but this liberty is not to be construed so as to permit such individuals or companies, by virtue of this right to transport the mails, to carry also passengers or freight.

ARTICLE XVI.

The Republic of Nicaragua agrees that, should it become necessary at any time to employ military forces for the security and protection of persons and property passing over any of the routes aforesaid, it will employ the requisite force for that purpose; but upon failure to do this from any cause whatever, the Government of the United States may, with the consent or at the request of the Government of Nicaragua, or of the minister thereof at Washington, or of the competent legally appointed local authorities, civil or military, employ such force for this and for no other purpose; and when, in the opinion of the Government of Nicaragua, the necessity ceases, such force shall be immediately withdrawn.

Protection of persons and property on transit routes.

United States may protect routes by force.

In the exceptional case, however, of unforeseen or imminent danger to the lives or property of citizens of the United States, the forces of

said Republic are authorized to act for their protection without such consent having been previously obtained.

But no duty or power imposed upon or conceded to the United States by the provisions of this article shall be performed or exercised except by authority and in pursuance of laws of Congress hereafter enacted. It being understood that such laws shall not affect the protection and guarantee of the neutrality of the routes of transit, nor the obligation to withdraw the troops which may be disembarked in Nicaragua directly that, in the judgment of the Government of this Republic, they should no longer be necessary, nor in any manner bring about new obligations on Nicaragua, nor alter her rights in virtue of the present treaty.

ARTICLE XVII.

It is understood, however, that the United States, in according protection to such routes of communication, and guaranteeing their neutrality and security, always intend that the protection and guarantee are granted conditionally, and may be withdrawn if the United States should deem that the persons or company undertaking or managing the same adopt or establish such regulations concerning the traffic thereupon as are contrary to the spirit and intention of this treaty, either by making unfair discriminations in favor of the commerce of any country or countries over the commerce of any other country or countries, or by imposing oppressive exactions or unreasonable tolls upon mails, passengers, vessels, goods, wares, merchandise, or other articles. The aforesaid protection and guarantee shall not, however, be withdrawn by the United States without first giving six months' notice to the Republic of Nicaragua.

Protection by the United States may be withdrawn.

ARTICLE XVIII.

And it is further agreed and understood that in any grants or contracts which may hereafter be made or entered into by the Government of Nicaragua, having reference to the inter-oceanic routes above referred to, or either of them, the rights and privileges granted by this treaty to the Government and citizens of the United States shall be fully protected and reserved. And if any such grants or contracts now exist, of a valid character, it is further understood that the guarantee and protection of the United States, stipulated in Article XV of this treaty, shall be held inoperative and void until the holders of such grants and contracts shall recognize the concessions made in this treaty to the Government and citizens of the United States with respect to such inter-oceanic routes, or either of them, and shall agree to observe and be governed by these concessions as fully as if they had been embraced in their original grants or contracts; after which recognition and agreement said guarantee and protection shall be in full force; provided that nothing herein contained shall be construed either to affirm or to deny the validity of the said contracts.

Rights of citizens.

ARTICLE XIX.

After ten years from the completion of a railroad, or any other route of communication through the territory of Nicaragua, from the Atlantic to the Pacific Ocean, no company which may have constructed or be in possession of the same shall ever divide, directly or indirectly, by the issue of new stock, the payment of dividends

Dividends.

or otherwise, more than fifteen per cent per annum, or at that rate, to its stockholders from tolls collected thereupon; but whenever the tolls shall be found to yield a larger profit than this, they shall be reduced to the standard of fifteen per cent per annum.

ARTICLE XX.

Duration of treaty.

The two high contracting parties, desiring to make this treaty as durable as possible, agree that this treaty shall remain in full force for the term of fifteen years from the day of the exchange of the ratifications; and either party shall have the right to notify the other of its intention to terminate, alter, or reform this treaty, at least twelve months before the expiration of the fifteen years; if no such notice be given, then this treaty shall continue binding beyond the said time, and until twelve months shall have elapsed from the day on which one of the parties shall notify the other of its intention to alter, reform, or abrogate this treaty.

ARTICLE XXI.

Ratifications.

The present treaty shall be ratified, and the ratifications exchanged at the city of Managua, within one year, or sooner if possible.

In faith whereof the respective plenipotentiaries have signed the same, and affixed thereto their respective seals.

Done at the city of Managua, this twenty-first day of June, in the year of our Lord one thousand eight hundred and sixty-seven.

[SEAL.] A. B. DICKINSON.
[SEAL.] TOMAS AYON.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 134.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 26, 1896.—Referred to the Committee on Pensions and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR IN RESPONSE TO SENATE RESOLUTION OF FEBRUARY 7, 1896, DIRECTING THE SECRETARY OF THE INTERIOR TO FURNISH TO THE SENATE CERTAIN STATISTICS AND INFORMATION WHICH THE RECORDS OF THE PENSION OFFICE DISCLOSE.

DEPARTMENT OF THE INTERIOR,
Washington, February 20, 1896.

SIR: I am in receipt of Senate resolution of the 7th instant—

That the Secretary of the Interior is hereby directed to furnish to the Senate, at the earliest possible moment, the statistics and information which the records of the Pension Office disclose, from the first day of July, eighteen hundred and ninety-five, to the first day of January, eighteen hundred and ninety-six, of invalid pensioners pensioned under the general law, showing the total number of names on the roll July first, eighteen hundred and ninety-five, and January first, eighteen hundred and ninety-six, and the number of deaths which have occurred during that period in each classification or grade of such pensions.

Second. The same information relative to pensions granted under the Act of June twenty-seventh, eighteen hundred and ninety.

Third. The same information relative to widow pensioners under each Act, which latter shall include, under a separate classification, all extinctions of title for pensions from death, remarriage, or abandonment.

Fourth. The same information as regards dependent pensioners under each Act, except that of June twenty-seventh, eighteen hundred and ninety.

Fifth. Statistics with regard to each class of pensioners under Acts granting pensions to survivors and their widows under Mexican and Indian wars and the war of eighteen hundred and twelve.

Resolved further, That the Secretary of the Interior is hereby directed to furnish to the Senate, at the earliest possible moment, a statistical statement showing the number of pension certificates issued during the six months ending January first, eighteen hundred and ninety-six, classifying the same as originals of each class and reissues of each class, showing whether increases or reductions, increase pensions or any other classification usually observed, and also statistics showing the suspension and other stopping of pensions from causes other than deaths or extinction of title by remarriage, covering each class of pensions under each class of Acts separately.

In response thereto I have the honor to transmit herewith copy of a letter and accompanying inclosures from the Commissioner of Pensions, to whom the matter was referred for report, containing the information desired.

Very respectfully,

HOKE SMITH, *Secretary.*

The PRESIDENT OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
BUREAU OF PENSIONS,
Washington, D. C., February 20, 1896.

SIR: I have the honor to acknowledge the receipt, by departmental reference of the 8th instant, of a resolution passed by the Senate of the United States, February 7, 1896, calling for statistical information from the records of this Bureau, showing:

Number of pensioners on the rolls July 1, 1895, and January 1, 1896, respectively (by classes).
Number of pensioners dropped from the rolls between said dates (by classes and causes).
Number of pension certificates issued between said dates (by classes).
Number of suspensions and stoppings of pension from causes other than death or extinction of title by remarriage (by classes).

In response, I have to invite your attention to the accompanying tables:

Table No. 1 shows the number of pensioners dropped from the rolls between July 1, 1895, and January 1, 1896 (by classes and causes), as well as the number of pensioners on the rolls on each of the respective dates.

Table No. 2 shows the issue of pension certificates between July 1, 1895, and January 1, 1896, and also the character of said issues.

In further response to said resolution, I have to state that of the 4,826 cases dropped during said period "for other causes," the records of this Bureau disclose distinctive causes in 3,417 of said cases; that is to say, in 3,417 cases orders to drop were actually issued by this Bureau, while in the remainder (1,109 cases) the dropping was done by the agents for the payment of pensions—in most cases pursuant to the terms of the certificates issued by this Bureau.

For disability ceased.—There were dropped during said period 18 general law invalid cases and 2,302 invalid cases under act June 27, 1890; a total of 2,320.

On account of desertion and deficient military or naval service.—There were dropped during said period 21 general law invalid cases, 1 general law widow, 133 invalids under act of June 27, 1890, 7 widows under act of June 27, 1890, 5 survivors of Mexican war, 2 widows of the Indian wars; a total of 169.

On account of fraudulent testimony.—There were dropped during said period 45 invalids under the general law, 9 widows under the general law, 4 invalids under act June 27, 1890, 25 widows under act of June 27, 1890; a total of 83.

For vicious habits.—There were dropped during said period, 18 invalids under act of June 27, 1890.

For immorality.—There were dropped during said period 39 widows under the general law, 63 widows under act of June 27, 1890; a total of 102.

On account of disloyalty of soldiers.—There were dropped during said period 521 invalids under act of June 27, 1890, 16 widows under act of June 27, 1890; a total of 537.

For nondependence.—There were dropped during said period 12 mothers and fathers under the general law, 34 widows and others under the act of June 27; a total of 46.

For being pensioned under other laws.—There were dropped during said period 4 invalids under the general law, 4 invalids under act June 27, 1890, 3 widows under act June 27, 1890, 20 survivors of Mexican war, 6 widows of Mexican war, 2 survivors of Indian wars; a total of 39.

For the reason that the disability or death of soldier was not due to the service.—There were dropped during said period 85 invalids under the general law, 8 widows under the general law; a total of 93.

On account of reenlistment.—There were dropped during said period 1 invalid under the general law, 1 invalid under act June 27, 1890; a total of 2.

For the reason that the soldier on whose account the claim was made was found to be still living.—There were dropped during said period 4 widows under the act of June 27, 1890.

On account of their declarations being invalid.—There were dropped during said period 4 widows under the act of June 27, 1890.

Very respectfully,

D. I. MURPHY,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

TABLE 1.—*Showing by classes the number of pensioners on rolls July 1, 1895, and January 1, 1896, and the number of pensioners dropped from rolls between those dates by classes and causes.*

Classes.	Pensioners on roll.		Loss to roll.					Total loss to roll from July 1, 1895, to Jan. 1, 1896.
	July 1, 1895.	Jan. 1, 1896.	By death.	By remarriage.	Minors, by legal limitation.	By failure to claim.	For other causes.	
General law.								
Army and Navy:								
Invalids	357, 223	353, 642	4, 384	.....	.....	139	326	4, 849
Nurses	499	520	5	.....	.....	.....	.....	5
Widows, etc	102, 663	100, 714	2, 624	234	389	151	121	3, 519
Total	460, 385	454, 876	7, 013	234	389	290	447	8, 373
Classification of widows' roll, general law:								
Widows without children	59, 881	59, 512	1, 130	108	.....	83	63	1, 384
Widows with children	16, 837	16, 731	128	125	.....	5	24	282
Minor children	2, 496	2, 411	2	.....	389	2	21	414
Mothers	19, 305	18, 247	1, 022	1	.....	47	12	1, 082
Fathers	4, 042	3, 712	341	.....	.....	14	1	356
Brothers, sisters, dependent sons and daughters	102	101	1	.....	.....	.....	.....	1
Act June 27, 1890.								
Army and Navy:								
Invalids	378 115	378, 409	4, 842	.....	.....	217	4, 078	9, 137
Widows, etc	100, 800	102, 822	1, 532	243	346	183	263	2, 567
Total	478, 915	481, 231	6, 374	243	346	400	4, 341	11, 704
Classification of widows' roll, act June 27, 1890:								
Widows without children	61, 403	63, 050	829	114	.....	110	181	1, 234
Widows with children	25, 466	26, 174	166	128	.....	21	65	380
Minor children	3, 899	3, 919	4	.....	346	6	6	362
Mothers	6, 577	6, 365	304	1	.....	26	10	341
Fathers	3, 266	3, 090	226	.....	.....	20	1	247
Helpless children	189	224	3	.....	.....	.....	.....	3
War of 1812.								
Survivors	21	16	4	.....	.....	2	2	8
Widows	3, 826	3, 567	250	.....	.....	11	.....	261
Total	3, 847	3, 583	254	.....	.....	13	2	269
War with Mexico.								
Survivors	12, 586	12, 241	325	.....	.....	10	27	362
Widows	7, 868	7, 924	115	7	.....	15	4	141
Total	20, 454	20, 165	440	7	.....	25	31	503
Indian wars, 1832–1842								
Survivors	3, 012	2, 867	185	.....	.....	.....	3	188
Widows	3, 911	4, 112	72	1	.....	.....	2	75
Total	6, 923	6, 979	257	1	.....	.....	5	263
Grand total	970, 524	966, 834	14, 338	485	735	728	4, 826	21, 112

TABLE 2.—*Report of pension certificates issued in the six months from July 1, 1895, to December 31, 1895.*

ORIGINALS.

Under the general law:		
Army invalids	1,783	
Army widows	1,615	
Navy invalids	103	
Navy widows	49	
		3,550
Under the act of June 27, 1890:		
Army invalids	7,844	
Army widows	4,561	
Navy invalids	645	
Navy widows	264	
		13,314
Under sundry acts:		
Indian wars, survivors	50	
Indian wars, widows	279	
Mexican war, survivors	34	
Mexican war, widows	224	
War of 1812, widows	4	
Army nurses	27	
		618
Total originals		17,482

REISSUES.

Increases:		
General laws	5,371	
Act of June 27, 1890 (including "Additionals")	3,706	
Mexican war survivors	232	
Restorations:		
General laws	1,343	
Act of June 27, 1890	441	
Reductions:		
General laws	368	
Act of June 27, 1890	8,568	
Supplementals:		
General laws	23	
Act of June 27, 1890	56	
Accrued:		
General laws	2,495	
Act of June 27, 1890	2,333	
Duplicates:		
General laws	448	
Act of June 27, 1890	581	
For corrections, without change of value	478	
		26,443
Total of all classes		43,925

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 135.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 26, 1896.—Referred to the Committee on Pensions and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR IN RESPONSE TO SENATE RESOLUTION OF FEBRUARY 7, 1896, DIRECTING THE SECRETARY OF THE INTERIOR TO INFORM THE SENATE WHETHER THE SCHEDULE RELATING TO THE NAMES, ORGANIZATIONS, AND LENGTH OF SERVICE OF THOSE WHO HAD SERVED IN THE ARMY, NAVY, OR MARINE CORPS OF THE UNITED STATES IN THE WAR OF THE REBELLION WAS PREPARED AND THE INFORMATION REQUIRED TAKEN FOR THE ELEVENTH CENSUS.

DEPARTMENT OF THE INTERIOR,
Washington, February 21, 1896.

SIR: I am in receipt of Senate resolution of the 7th instant—

That the Secretary of the Interior be, and he is hereby, directed to inform the Senate whether the schedule relating to the names, organizations, and length of service of those who had served in the Army, Navy, or Marine Corps of the United States in the war of the rebellion was prepared and the information required taken; and if so, whether the said information was published as required by said section 17 of the act named; and if not so published, the reasons for withholding said publication.

In response thereto I have the honor to transmit herewith a copy of a letter and accompanying inclosures from the Commissioner of Labor, in charge of the Eleventh Census, to whom the matter was referred for report, containing the information desired.

Very respectfully,

HOKE SMITH, *Secretary.*

The PRESIDENT OF THE SENATE.

DEPARTMENT OF THE INTERIOR, CENSUS DIVISION,
Washington, February 11, 1896.

SIR: I have the honor to acknowledge the receipt, by your reference, of Senate resolution of February 7, 1896, making inquiry whether the schedule relating to the names, organizations, and length of service of those who had served in the Army, Navy, or Marine Corps of the United States in the war of the rebellion was prepared in accordance with an act providing for taking the Eleventh and subsequent censuses, approved March 1, 1889, and the information required therein taken; and if so, whether the said information was published as required by said act; and if not so published, the reasons for withholding said publication, and in answer to this inquiry I have the honor to inform you that the provisions of said act, approved March 1, 1889, recited in the Senate resolution, were repealed by a provision of an act "To provide for further urgent deficiencies, * * * etc., and for other purposes,"

approved April 21, 1894, a copy of which provision is hereto attached and marked AA, and that the schedules (and cards drawn from them) were turned over to the Commissioner of Pensions for use in the army and navy survivors' division, in accordance with that act.

This action of Congress, repealing the provision of the census act of March 1, 1889, resulted from a letter which I had the honor to address to you, of date November 18, 1893, and soon after I took charge of the Census Office, which was October 6, 1893. A copy of this letter is appended hereto and marked BB. This letter refers to various exhibits, A, B, C, D, and E, that do not, however, accompany the copy thereof because they are of no importance to the proper understanding of that letter, and further, because of the difficulty of reproducing them. This letter (marked BB) was transmitted to the chairman of the House Committee on Appropriations by you January 11, 1894, a copy of your letter being attached hereto and marked CC.

When I took charge of the Census Office October 6, 1893, I found that the work of examination, verification, and classification of the enumerators' returns of the names, organizations, and length of service of those who had served in the Army, Navy, or Marine Corps of the United States in the war of the rebellion, and who were survivors at the time of the inquiry, June 1, 1890, had been abandoned. It was carried on from August 1, 1890, to March 31, 1891, with an average force of 50 clerks, when, as I am informed, owing to the reduction of the census force, the number at work on the veteran schedules was reduced one-half, and this number of clerks was continued from that date to June 30, 1891, when the entire work was practically suspended, pending action by Congress providing for the publication of the seven volumes of names, organizations, etc. Nothing further was done toward the completion of this work, and no action was taken by this office, as I am informed, until my communication to you of November 18, 1893, already referred to.

The main facts gathered from the enumerators' returns of veterans, etc., will be embodied in the final report on population. For the purpose of furnishing the Senate with the results of this information for immediate use, I have had prepared four tables and explanatory text from Part II of the Report on Population, which tables and text show, by States and Territories, the number of surviving United States soldiers, sailors, and marines, and surviving widows of United States soldiers, sailors, and marines who served in the civil war, as well as the number of surviving Confederate veterans and widows of Confederate veterans, each classified by general nativity and color and by age periods. These tables and text are attached hereto in a document marked DD.

Trusting this reply fully answers the Senate inquiry,

I am, very respectfully, your obedient servant,

CARROLL D. WRIGHT,
Commissioner of Labor, in Charge.

The SECRETARY OF THE INTERIOR.

EXHIBIT AA.

Extract from "An Act to provide for further urgent deficiencies in the appropriations for the service of the Government for the fiscal year ending June thirtieth, eighteen hundred and ninety-four, and for other purposes," approved April twenty-first, eighteen hundred and ninety-four.

The provisions of section seventeen of the Act of Congress approved March first, eighteen hundred and eighty-nine, entitled "An Act to provide for the taking of the Eleventh and subsequent censuses," and of subsequent Acts, relating to the

publication of the names, organizations, and length of service of those who had served in the Army, Navy, or Marine Corps of the United States in the war of the rebellion, and who were survivors at the time of the Eleventh Census, and of the widows of soldiers, sailors, or marines at that time, are hereby repealed, and the Commissioner of Labor in charge of the Eleventh Census is hereby directed to transfer to the Commissioner of Pensions, for use in the army and navy survivors' division, the special schedules collected at the Eleventh Census containing such names, organizations, and length of service.

EXHIBIT BB.

DEPARTMENT OF THE INTERIOR, CENSUS DIVISION,
Washington, November 18, 1893.

SIR: I have the honor to call your attention to a provision in the act of March 1, 1889, under which the Eleventh Census has been taken, relating to the special enumeration of the survivors of the war of the rebellion. The provision of the act is as follows:

SEC. 17. * * * *Provided, however,* That said Superintendent shall, under the authority of the Secretary of the Interior, cause to be taken on a special schedule of inquiry, according to such form as he may prescribe, the names, organizations, and length of service of those who had served in the Army, Navy, or Marine Corps of the United States in the war of the rebellion and who are survivors at the time of said inquiry, and the widows of soldiers, sailors, or marines. * * * The only volumes that shall be prepared and published in connection with said census shall relate to * * * length of service of surviving soldiers, sailors, and marines, and the widows of soldiers, sailors, and marines.

In accordance with this provision of the census act a special schedule was prepared and placed in the hands of the enumerators as a part of the general field work of the census. (See Exhibit A.) As a result of this special enumeration there were found to be living at the time the census was taken (June, 1890) 1,099,668 soldiers, sailors, and marines, and 163,176 widows of soldiers, sailors, or marines. This statement is based upon a preliminary count made from the veterans' schedules, without verification as to duplications, wrong entries, etc., and is subject to revision. (See Exhibit B.) The cost of this special enumeration was, in round numbers, $63,000, or at the rate of 5 cents for each person so enumerated, as provided in section 11 of the act of March 1, 1889.

The necessity for making this special enumeration of survivors of the war of the rebellion was two-fold: First, to ascertain the whereabouts of said survivors for the purpose of aiding comrades in securing information which would enable them to furnish the necessary data for the prosecution of pension claims; and, second, to determine, so far as possible, the number of surviving soldiers, sailors, etc., as well as the number of widows of such as had died, for purposes of pension legislation. The publication of the records of service of the Union survivors of the war of the rebellion, giving their name, the organization in which they served, length of service, and present post-office address, would, of course, fully answer the first requirement, provided the work of the enumerators was or could be made substantially complete and accurate. The information called for by the special schedule relating to surviving soldiers, etc., was obtained at the same time that the inquiries were made regarding each individual returned in the census, as called for by the general population schedule, so that, by means of the proper identification on the population schedule of each surviving veteran or widow, it was possible to obtain concerning surviving veterans and widows of veterans a tabulated statement regarding present age, conjugal condition, occupation, etc., in the same manner as obtained for the population as a whole. For instance, the present count of the population cards, which is nearly completed, gives the number of surviving soldiers, sailors, and marines, and widows of such as have died, classified by quinquennial age periods, while later tabulations—provided there is time and money with which to complete them—will give much more detailed information concerning this class of persons, which will be of great interest and value to Congress in affording approximately correct data upon which to base subsequent pension legislation.

Upon the completion of the enumerators' work, and after the veterans' schedules had been separated from the remainder of the enumerators' returns, a preliminary examination of the records of service of surviving veterans, etc., was begun and was continued for several months. As a result of this examination it was found that the records of a large number of the veterans whose names were returned were found to be very incomplete; in many instances simply name and post-office address

being given. To supply the missing data would require correspondence with the veterans personally, or consultation with the records in the War Department. So far as we went, the former course was pursued, and many thousands of letters of inquiry were forwarded and replies received and corrections made. In addition, it became apparent that, for purposes of presentation, allowance must be made for those persons who had served in more than one organization, and also for such records of service as had been overlooked by the enumerators, but which would be added by the processes of verification. If the work of examining and correcting the veterans' schedules had been carried to its completion, there would have been obtained, in all probability, upward of 100,000 additional records of service. The presentation of the records of service of each surviving soldier, sailor, or marine, with the proper cross references in cases where they had served in more than one organization, making in all about 1,400,000 lines, would involve the printing of seven large quarto volumes of 1,000 pages each, and each containing 200,000 records. (For the form of presentation contemplated see Exhibit C.)

In the preparation of this great mass of data, in the form contemplated by the law, the first thing to have been done—that which was being done, in fact, at the time of its abandonment—was the "carding" of the names returned on the veterans' schedules; that is, the transcription to a printed card, in convenient form for subsequent classification, of all the information returned on the schedules concerning each surviving veteran or widow. (See Exhibit D.) The appended sample of an assumed double enlistment, with marginal references, will give some idea as to the scope of this branch of the work. (See Exhibit E.) These records of individual service, when finished, were to have been first assorted by States, then again for each State by organizations (regiments, companies, batteries), and finally those of each organization arranged alphabetically by name. Of these cards, 304,607 had been finished when suspension of the work was decided upon. In regard to the length of time required to complete this work, as well as the expense involved, a conservative estimate would place the time at from three to six months, with a force of at least 100 clerks, and the cost at not less than $50,000. This statement applies to the clerical part of the work only; that is, the preparation of copy ready for printing, and does not comprehend, in any way, the printing and publication of the seven quarto volumes referred to, which is entirely outside of and in addition to the above estimate. The cost of printing and publishing these seven volumes, which would be of 1,000 pages each, the edition being the same as for other volumes of the census, can not be less than $160,000, not including changes, proof reading, etc. The total cost, therefore, of carrying out the provision of law referred to would be somewhere from $210,000 to $250,000.

Aside from the expense involved and the delay in the completion of the census work as a whole, it becomes a matter for serious consideration whether or not an attempt to complete and publish this huge directory of the survivors of the war of the rebellion, four years after the completion of the enumeration which supplied the basis for its completion, is warranted by the facts. To accept the enumerators' work without further verification would be thoroughly unsatisfactory, while on the other hand, to attempt at this late date to supply by correspondence the data needed to verify and complete the enumerators' work would be attended with great difficulty and would lead undoubtedly to serious delay in the completion of the work. This doubt is further emphasized by the fact that, as has already been stated, it is a comparatively easy matter to determine from the population schedules themselves the approximate number of veterans and widows of veterans living at the present time, their probable expectation of life, and what proportion of the surviving veterans are married and liable to leave widows at their decease.

The distribution of these special census reports regarding veterans, if published, would necessarily be limited and could not be supplied upon individual requests in the same manner as is contemplated regarding the census publications generally. The original intent of the law, therefore, in this respect, might be practically complied with by providing for the transfer to the Pension Office or to the War Department the schedules containing the records of service of surviving veterans, together with their present post-office address, as returned by the census enumerators in June, 1890; the publication as a part of the report on population of the statistical data, regarding the number, present age, conjugal condition, occupation, etc., of surviving veterans and widows of veterans will be made as a matter of course.

In brief, the matter stands as follows: To complete the work relative to surviving veterans, widows of veterans, etc., as contemplated by the organic law of the Eleventh Census, will require the printing of seven quarto volumes of 1,000 pages each, at an expense of not less than $160,000, and an appropriation for clerical services, in addition to what has been estimated for in my communication of the 18th, of from $50,000 to $80,000, or a total expense additional to what has been estimated of from $225,000 to $250,000. Should the reports referred to be transferred to the Pension Office or to the War Department the authority of law should

be obtained. In my own opinion, I feel warranted in stating that the whole intent of the law would be carried out should Congress authorize the transfer of the original material, as suggested.

I am, respectfully, your obedient servant,

CARROLL D. WRIGHT,
Commissioner of Labor, in Charge.

The SECRETARY OF THE INTERIOR.

EXHIBIT CC.

DEPARTMENT OF THE INTERIOR,
Washington, January 11, 1894.

SIR: I have the honor to transmit herewith a letter from the Commissioner of Labor, in charge of the Eleventh Census, in regard to the matter of the special enumeration of the survivors of the war of the rebellion, in which he states the estimated cost of the completion of the work to be $250,000 and suggests that Congress authorize the transfer of the original material procured by the census enumerators from his office to the Pension Office or the War Department.

Very respectfully,

HOKE SMITH, *Secretary.*

Hon. JOSEPH D. SAYERS,
Chairman Committee on Appropriations, House of Representatives.

EXHIBIT DD.

The following tables and explanatory text have been taken from the report of the Eleventh Census relating to Population, Part II, and show, by States and Territories, the number of surviving United States soldiers, sailors, and marines, and surviving widows of United States soldiers, sailors, and marines, who served in the civil war, as well as the number of surviving Confederate veterans and widows of Confederate veterans, each classified by general nativity and color, and by age periods.

By the terms of the act governing the Eleventh Census, provision was made for obtaining through the census enumerators a list of "the names, organizations, and length of service of those who had served in the Army, Navy, or Marine Corps of the United States in the war of the rebellion, and who are survivors at the time of said inquiry, and the widows of soldiers, sailors, and marines," a special schedule being provided for the purpose. After this information, which from the nature of the inquiry was necessarily more or less incomplete, had been collected and some work done toward its verification and completion, it was temporarily set aside and subsequently by an act of Congress all the schedules and papers relating to this special inquiry were turned over to the Commissioner of Pensions. By means of identification on the regular population schedule of all surviving veterans and widows of veterans for whom the inquiries on the special schedule had been made, it was possible to obtain, approximately, the number living on June 1, 1890, as well as much valuable statistical data concerning them. The special provisions of the census law related only to surviving United States soldiers, sailors, and marines, so far as the name, organization, and length of service was concerned, but, for statistical purposes, an inquiry was also made on the population schedule as to the number of surviving Confederate soldiers and Confederate widows, so as to determine the number of survivors of the war of the rebellion, both Union and Confederate, as well as the number of surviving widows of participants who had died.

As a result of this statistical inquiry, it was found that on June 1, 1890, there were 1,034,073 surviving United States soldiers, sailors, and marines; 145,359 surviving widows of United States soldiers, sailors, and marines; 432,020 surviving Confederate veterans of the civil war, and 60,564 surviving widows of Confederate veterans. In using these figures, it must be understood that they are approximate only, as derived from the answers made on the population schedule, and have not been subjected to careful revision and comparison with the returns made on the special schedule giving the name, organization, and length of service of each surviving veteran who had served in the United States Army, Navy, or Marine Corps during the war of the rebellion. If this special branch of the census work had been completed as originally outlined, the figures resulting therefrom would have shown very nearly the actual number of survivors of the late war on the Union side, as based upon the detailed returns concerning their records of service made to the census enumerators and carefully verified by the central office. The figures presented in this report are believed, however, to be reasonably correct, but it was deemed best that this qualifying statement should be made in the interest of all concerned.

The following table shows the distribution of the surviving veterans and widows of veterans, both United States and Confederate, by general nativity and color:

General nativity and color.	United States soldiers, sailors, and marines.		Widows of United States soldiers, sailors, and marines.		Confederate soldiers and sailors.		Widows of Confederate soldiers and sailors.	
	Number.	Per cent.	Number.	Per cent.	Number.	Per cent.	Number.	Per cent.
Aggregate	1,034,073	100.00	145,359	100.00	432,020	100.00	60,564	100.00
Total white	980,274	94.80	135,892	93.49	428,747	99.24	60,021	99.10
Native white	807,701	78.11	108,368	74.56	415,234	96.11	58,366	96.37
Native parents	718,446	69.48	96,003	66.05	405,694	93.90	56,599	93.45
Foreign parents	89,255	8.63	12,365	8.51	9,540	2.21	1,767	2.92
Foreign white	172,573	16.69	27,524	18.93	13,513	3.13	1,655	2.73
Total colored *a*	53,799	5.20	9,467	6.51	3,273	0.76	543	0.90

a Persons of negro descent, Chinese, Japanese, and civilized Indians.

Of the whole number of surviving United States soldiers, sailors, and marines, 718,446, or 69.48 per cent, were native white of native parentage; 89,255, or 8.63 per cent, were native white of foreign parentage; 172,573, or 16.69 per cent, were foreign white, and 53,799, or 5.20 per cent, were colored. There were, on the other hand, 405,694 out of a total of 432,020 surviving Confederate soldiers and sailors, or 93.90 per cent, who were native white of native parentage, leaving only 26,326, or 6.10 per cent, for all other persons. Approximately the same conditions were found among the surviving widows of veterans as have been indicated for surviving veterans themselves, both United States and Confederate.

The distribution by age periods of the surviving veterans of the civil war, both United States and Confederate, is shown in the following table:

Age periods.	United States soldiers, sailors, and marines.		Confederate soldiers and sailors.	
	Number.	Per cent.	Number.	Per cent.
All ages	1,034,073	100.00	432,020	100.00
Under 45 years	129,438	12.52	50,666	11.73
45 to 54 years	575,746	55.68	216,280	50.06
55 to 64 years	238,489	23.06	114,752	26.56
65 to 74 years	75,214	7.27	43,714	10.12
75 years and over	11,149	1.08	5,867	1.36
Age unknown	4,037	0.39	741	0.17

Of the surviving veterans of the United States Army and Navy, 12.52 per cent were less than 45 years of age, 55.68 per cent from 45 to 54 years of age, 23.06 per cent from 55 to 64 years of age, 7.27 per cent from 65 to 74 years of age, and 1.08 per cent 75 years of age and over. Among the surviving Confederate veterans 11.73 per cent were less than 45 years of age, 50.06 per cent from 45 to 54 years of age, 26.56 per cent from 55 to 64 years of age, 10.12 per cent from 65 to 74 years of age, and 1.36 per cent 75 years of age and over. The Confederate veterans as a class, therefore, were somewhat older than the United States veterans, showing that they drew more largely upon the older elements of their population during the progress of the civil war.

A similar distribution by age periods is shown in the following table for the surviving widows of veterans, both United States and Confederate:

Age periods.	Widows of United States soldiers, sailors, and marines.		Widows of Confederate soldiers and sailors.	
	Number.	Per cent.	Number.	Per cent.
All ages	145,359	100.00	60,564	100.00
Under 35 years	3,662	2.52	1,530	2.53
35 to 44 years	29,720	20.45	9,936	16.41
45 to 54 years	51,946	35.74	22,866	37.75
55 to 64 years	38,332	26.37	17,890	29.54
65 to 74 years	16,985	11.68	6,891	11.38
75 years and over	4,088	2.81	1,274	2.10
Age unknown	626	0.43	177	0.29

Considered as regards geographical divisions, it is seen that of the surviving United States soldiers, sailors, and marines, 519,711, or 50.26 per cent, were living June 1, 1890, in the North Central Division; 315,466, or 30.51 per cent, in the North Atlantic Division; 93,942, or 9.08 per cent, in the South Central Division, principally in Kentucky, Tennessee, and Arkansas; 54,841, or 5.30 per cent, in the South Atlantic Division, and 50,113, or 4.85 per cent, in the Western Division. The largest number living in any one State was 110,780 in Pennsylvania, closely followed by Ohio with 101,602. Other large numbers were 86,041 in New York, 71,158 in Illinois, 63,747 in Missouri, 63,242 in Indiana, 50,627 in Kansas, 45,984 in Michigan, 42,855 in Iowa, and 39,606 in Massachusetts, as shown by the following statement, giving the States and Territories in the order of the number of surviving United States veterans down to the lowest number:

Pennsylvania	110,780	Vermont	8,730
Ohio	101,602	Virginia	8,365
New York	86,041	Louisiana	7,587
Illinois	71,158	Washington	7,409
Missouri	63,747	South Dakota	7,132
Indiana	63,242	Mississippi	6,362
Kansas	50,627	District of Columbia	6,334
Michigan	45,984	Rhode Island	6,301
Iowa	42,855	Oregon	5,687
Massachusetts	39,606	North Carolina	4,133
Kentucky	30,150	Alabama	4,014
Wisconsin	29,575	Delaware	3,559
New Jersey	23,707	Florida	2,814
Nebraska	22,885	Montana	2,646
Tennessee	20,157	Oklahoma	2,486
Minnesota	18,840	South Carolina	2,098
Maine	18,311	North Dakota	2,064
California	17,260	Georgia	2,063
Arkansas	14,464	New Mexico	1,986
Connecticut	12,994	Idaho	1,604
West Virginia	12,827	Wyoming	1,171
Maryland	12,648	Arizona	1,163
Colorado	9,715	Utah	881
New Hampshire	8,996	Nevada	591
Texas	8,722		

Of the surviving Confederate soldiers and sailors, 214,347, or 49.62 per cent, were living June 1, 1890, in the South Central Division; 183,676, or 42.51 per cent, in the South Atlantic Division; 25,701, or 5.95 per cent, in the North Central Division, mainly in Missouri; 5,863, or 1.36 per cent, in the Western Division, and 2,433, or 0.56 per cent, in the North Atlantic Division. The largest number of surviving Confederate veterans were found living in Texas, and the next largest numbers in Virginia, Georgia, and North Carolina, in the order named. These figures are given in detail for the States and Territories containing at least 8,000 survivors, as follows:

Texas	66,791	Arkansas	26,706
Virginia	48,713	South Carolina	23,650
Georgia	47,080	Missouri	17,558
North Carolina	43,947	Louisiana	16,199
Alabama	34,004	Kentucky	11,115
Tennessee	32,201	West Virginia	9,117
Mississippi	26,728	Florida	8,232

Of the surviving Confederate veterans not comprehended by the above statement, 8,148 were found in the North Central Division, excluding Missouri; 5,863 in all the States and Territories comprising the Western division; 2,937 in Delaware, Maryland, and the District of Columbia combined; 2,433 in all the States comprising the North Atlantic Division, and 603 in Oklahoma.

TABLE 1.—*United States soldiers, sailors, and marines, and widows of United States soldiers, sailors, and marines, classified by general nativity and color, by States and Territories, 1890.*

[This table gives the approximate number of surviving United States soldiers, sailors, and marines, and surviving widows of United States soldiers, sailors, and marines, who served during the civil war.]

States and Territories.	United States soldiers, sailors, and marines.							Widows of United States soldiers, sailors, and marines.						
	Aggregate.	Total white.	Native white.			Foreign white.	Total colored.	Aggregate.	Total white.	Native white.			Foreign white.	Total colored.
			Total.	Native parents.	Foreign parents.					Total.	Native parents.	Foreign parents.		
The United States	1,034,073	980,274	807,701	718,446	89,255	172,573	53,799	145,359	135,892	108,368	96,003	12,365	27,524	9,467
North Atlantic Division	315,466	309,305	252,658	221,095	31,563	56,647	6,161	50,338	49,363	36,506	31,313	5,193	12,857	975
Maine	18,311	18,279	16,982	16,036	946	1,297	32	2,556	2,550	2,327	2,217	110	223	6
New Hampshire	8,996	8,970	8,187	7,814	373	783	26	1,639	1,638	1,434	1,379	55	204	1
Vermont	8,730	8,690	7,605	6,713	892	1,085	40	1,183	1,178	1,015	919	96	163	5
Massachusetts	39,606	39,119	32,019	28,969	3,050	7,100	487	7,408	7,335	5,179	4,597	582	2,156	73
Rhode Island	6,301	6,084	4,763	4,204	559	1,321	217	1,157	1,115	746	644	102	369	42
Connecticut	12,994	12,634	10,138	9,345	793	2,496	360	2,254	2,203	1,574	1,447	127	629	51
New York	86,041	84,603	62,724	52,088	10,636	21,879	1,438	14,370	14,137	9,258	7,475	1,783	4,879	233
New Jersey	23,707	22,627	17,551	15,278	2,273	5,076	1,080	3,881	3,709	2,514	2,067	447	1,195	172
Pennsylvania	110,780	108,299	92,689	80,648	12,041	15,610	2,481	15,890	15,498	12,459	10,568	1,891	3,039	392
South Atlantic Division	54,841	44,324	37,301	33,789	3,512	7,023	10,517	7,534	5,848	5,014	4,566	448	834	1,686
Delaware	3,559	3,036	2,665	2,422	243	371	523	425	367	301	267	34	66	58
Maryland	12,648	9,637	8,002	6,861	1,141	1,635	3,011	1,834	1,393	1,066	892	174	327	441
District of Columbia	6,334	5,541	3,934	3,428	506	1,607	793	1,197	1,014	764	652	112	250	183
Virginia	8,365	6,279	4,132	3,507	625	2,147	2,086	797	417	387	377	10	30	380
West Virginia	12,827	12,670	12,022	11,387	635	648	157	1,628	1,600	1,473	1,382	91	127	28
North Carolina	4,133	2,754	2,674	2,608	66	80	1,379	668	446	443	441	2	3	222
South Carolina	2,098	571	492	464	28	79	1,527	307	118	112	107	5	6	189
Georgia	2,063	1,643	1,472	1,401	71	171	420	339	267	259	252	7	8	72
Florida	2,814	2,193	1,908	1,711	197	285	621	339	226	209	196	13	17	113
North Central Division	519,711	508,758	416,335	371,269	45,066	92,423	10,953	67,936	65,934	53,678	47,820	5,858	12,256	2,002
Ohio	101,602	98,922	83,567	73,540	10,027	15,355	2,680	14,497	14,036	11,598	10,078	1,520	2,438	461
Indiana	63,242	61,817	55,809	51,539	4,270	6,008	1,425	10,051	9,800	8,860	8,220	640	940	251
Illinois	71,158	69,588	55,881	50,285	5,596	13,707	1,570	11,069	10,805	8,806	7,918	888	1,999	264
Michigan	45,984	45,450	37,126	32,192	4,934	8,324	534	5,391	5,328	4,223	3,645	578	1,105	63
Wisconsin	29,575	29,362	17,421	14,414	3,007	11,941	213	3,451	3,426	1,964	1,598	366	1,462	25
Minnesota	18,840	18,719	12,186	10,325	1,861	6,533	121	1,781	1,771	1,103	889	214	668	10
Iowa	42,855	42,587	35,677	31,866	3,811	6,910	268	4,720	4,686	3,922	3,493	429	764	34

Missouri	63,747	61,258	49,299	45,081	4,218	11,959	2,489	9,412	8,758	6,748	6,143	605	2,010	654
North Dakota	2,064	2,055	1,536	1,252	284	519	9	137	137	97	85	12	40	.....
South Dakota	7,132	7,108	5,603	4,810	793	1,505	24	468	467	381	326	55	86	1
Nebraska	22,885	22,720	19,315	17,207	2,108	3,405	165	1,929	1,904	1,650	1,451	199	254	25
Kansas	50,627	49,172	42,915	38,758	4,157	6,257	1,455	5,030	4,816	4,326	3,974	352	490	214
South Central Division	93,942	68,211	62,050	58,855	3,195	6,161	25,731	15,832	11,066	10,255	9,828	427	811	4,766
Kentucky	30,150	24,707	22,738	21,847	891	1,969	5,443	5,198	4,007	3,597	3,440	157	410	1,191
Tennessee	20,157	16,006	15,431	14,998	433	575	4,151	4,041	3,088	3,021	2,966	55	67	953
Alabama	4,014	3,089	2,835	2,708	127	254	925	650	503	486	468	18	17	147
Mississippi	6,362	1,146	953	867	86	193	5,216	1,140	218	204	195	9	14	922
Louisiana	7,587	1,951	1,288	1,053	235	663	5,636	1,314	412	259	201	58	153	902
Texas	8,722	8,184	6,485	5,805	680	1,699	538	1,126	1,055	944	875	69	111	71
Oklahoma	2,486	2,364	2,206	2,026	180	158	122	135	123	116	108	8	7	12
Arkansas	14,464	10,764	10,114	9,551	563	650	3,700	2,228	1,660	1,628	1,575	53	32	568
Western Division	50,113	49,676	39,357	33,438	5,919	10,319	437	3,719	3,681	2,915	2,476	439	766	38
Montana	2,646	2,598	1,977	1,592	385	621	48	159	157	118	90	28	39	2
Wyoming	1,171	1,154	883	720	163	271	17	62	62	47	39	8	15	.....
Colorado	9,715	9,603	8,049	6,918	1,131	1,554	112	846	831	687	580	107	144	15
New Mexico	1,986	1,930	1,613	1,423	190	317	56	222	218	200	190	10	18	4
Arizona	1,163	1,122	865	664	201	257	41	40	39	26	20	6	13	1
Utah	881	879	649	519	130	230	2	79	79	56	44	12	23	.....
Nevada	591	583	440	357	83	143	8	17	17	11	9	2	6	.....
Idaho	1,604	1,601	1,285	1,068	217	316	3	60	60	48	41	7	12	.....
Washington	7,409	7,393	6,047	5,159	888	1,346	16	388	387	330	281	49	57	1
Oregon	5,687	5,678	4,800	4,293	507	878	9	319	318	268	246	22	50	1
California	17,260	17,135	12,749	10,725	2,024	4,386	125	1,527	1,513	1,124	936	188	389	14

TABLE 2.—*United States soldiers, sailors, and marines, and widows of United States soldiers, sailors, and marines, classified by age periods, by States and Territories, 1890.*

States and Territories.	United States soldiers, sailors, and marines.						Widows of United States soldiers, sailors, and marines.						
	Under 45 years.	45 to 54 years.	55 to 64 years.	65 to 74 years.	75 years and over.	Age unknown.	Under 35 years.	35 to 44 years.	45 to 54 years.	55 to 64 years.	65 to 74 years.	75 years and over.	Age unknown.
The United States	129,438	575,746	238,489	75,214	11,149	4,037	3,662	29,720	51,946	38,332	16,985	4,088	626
North Atlantic Division	37,149	177,182	72,965	23,459	3,414	1,297	910	9,276	17,978	13,995	6,446	1,552	181
Maine	1,803	9,656	4,985	1,550	224	93	44	396	889	731	373	113	10
New Hampshire	860	4,798	2,335	814	150	39	16	230	559	467	279	83	5
Vermont	920	5,029	1,947	676	123	35	21	181	431	331	165	47	7
Massachusetts	4,764	22,371	9,039	2,894	384	154	90	1,317	2,650	2,174	940	209	28
Rhode Island	827	3,560	1,385	453	63	13	29	223	406	309	150	37	3
Connecticut	1,361	7,181	3,227	1,026	158	41	39	344	838	650	314	57	12
New York	10,436	48,262	19,512	6,385	1,164	282	273	2,735	4,993	3,950	1,907	467	45
New Jersey	2,663	13,598	5,380	1,710	248	108	75	771	1,394	987	524	113	17
Pennsylvania	13,515	62,727	25,155	7,951	900	532	323	3,079	5,818	4,396	1,794	426	54
South Atlantic Division	6,875	29,206	13,067	4,580	752	361	273	1,621	2,672	1,812	829	264	63
Delaware	389	1,971	841	297	43	18	11	81	130	119	61	17	6
Maryland	1,655	7,354	2,689	742	96	112	68	419	685	398	203	49	12
District of Columbia	686	3,416	1,636	479	74	43	41	289	456	269	105	26	11
Virginia	899	3,681	2,314	1,173	233	65	25	196	275	179	81	34	7
West Virginia	1,748	7,025	2,856	987	153	58	43	283	586	447	193	63	13
North Carolina	450	2,138	1,126	355	36	28	35	129	203	187	82	22	10
South Carolina	346	1,052	471	179	43	7	25	68	109	65	26	13	1
Georgia	334	1,072	460	151	35	11	9	73	111	70	48	26	2
Florida	368	1,497	674	217	39	19	16	83	117	78	30	14	1
North Central Division	64,041	290,125	120,845	37,916	5,308	1,476	1,676	14,357	24,492	17,801	7,738	1,665	207
Ohio	11,564	55,939	24,045	8,418	1,268	368	286	2,841	5,275	3,975	1,686	395	39
Indiana	8,074	36,401	14,126	3,931	495	215	260	2,166	3,776	2,587	1,015	202	45
Illinois	9,409	40,784	15,673	4,414	732	146	291	2,502	3,981	2,782	1,226	274	13
Michigan	6,118	25,025	10,724	3,439	534	144	120	1,053	1,857	1,484	688	168	21
Wisconsin	3,249	14,263	8,241	3,325	411	86	90	641	1,123	998	494	94	11
Minnesota	2,329	9,972	4,879	1,458	155	47	47	422	600	452	211	45	4
Iowa	4,893	25,351	9,394	2,775	384	58	111	1,013	1,714	1,202	543	131	6
Missouri	7,936	34,347	15,360	5,149	713	242	247	1,884	3,409	2,487	1,119	208	58
North Dakota	355	1,156	425	111	10	7	9	21	54	36	15	2	.....
South Dakota	1,007	4,040	1,603	425	31	26	8	102	185	114	48	9	2
Nebraska	3,429	13,299	4,814	1,169	135	39	60	470	714	457	189	37	2
Kansas	5,678	29,548	11,561	3,302	440	98	147	1,242	1,804	1,227	504	100	6

South Central Division	12,871	50,770	21,446	6,762	1,349	744	608	3,478	5,490	3,910	1,640	541	165
Kentucky	3,950	16,773	6,524	2,208	411	284	163	1,058	1,813	1,303	621	178	62
Tennessee	2,318	10,966	5,012	1,439	251	171	136	797	1,401	1,077	447	132	51
Alabama	389	2,223	993	322	69	18	18	123	231	162	80	34	2
Mississippi	1 186	2,621	1,681	621	187	66	53	279	389	242	105	53	19
Louisiana	1,159	3,675	1,815	679	185	74	59	319	429	297	128	72	10
Texas	1,551	4,918	1,675	481	70	27	66	297	386	273	76	21	7
Oklahoma	415	1,472	475	104	11	9	5	46	40	38	5	1	.....
Arkansas	1,903	8,122	3,271	908	165	95	108	559	801	518	178	50	14
Western Division	8,502	28,463	10,166	2,497	326	159	195	988	1,314	814	332	66	10
Montana	489	1,661	414	57	12	13	11	52	53	36	5	2	.....
Wyoming	242	666	208	48	3	4	3	10	27	16	3	3	.....
Colorado	1,715	5,808	1,738	368	48	38	42	239	312	179	63	11	.....
New Mexico	270	984	555	146	28	3	7	47	78	65	22	3	.....
Arizona	262	626	227	42	3	3	5	13	13	7	2	.....	.....
Utah	183	506	144	42	2	4	12	27	24	10	4	2	.....
Nevada	128	336	103	22	1	1	1	5	10	1	.....	.....	.....
Idaho	377	881	263	72	10	1	1	17	20	16	6	.....	.....
Washington	1,300	4,363	1,396	299	33	18	20	99	129	89	38	9	4
Oregon	914	3,177	1,216	324	42	14	23	72	118	67	29	9	1
California	2,622	9,455	3,902	1,077	144	60	70	407	530	328	160	27	5

TABLE 3.—*Confederate soldiers and sailors, and widows of Confederate soldiers and sailors, classified by general nativity and color, by States and Territories, 1890.*

[This table gives the approximate number of surviving Confederate soldiers and sailors, and surviving widows of Confederate soldiers and sailors, who served during the civil war.]

States and Territories.	Confederate soldiers and sailors.							Widows of Confederate soldiers and sailors.						
	Aggregate.	Total white.	Native white.			Foreign white.	Total colored.	Aggregate.	Total white.	Native white.			Foreign white.	Total colored.
			Total.	Native parents.	Foreign parents.					Total.	Native parents.	Foreign parents.		
The United States	432,020	428,747	415,234	405,694	9,540	13,513	3,273	60,564	60,022	58,366	56,599	1,767	1,656	542
North Atlantic Division	2,433	2,365	1,751	1,533	218	614	68	522	499	379	304	75	120	23
Maine	55	55	50	46	4	5	.....	34	34	29	26	3	5	.....
New Hampshire	26	26	22	18	4	4	.....	12	12	10	10	.....	2	.....
Vermont	11	11	5	5	.....	6	.....	14	14	13	11	2	1	.....
Massachusetts	134	129	92	74	18	37	5	47	44	29	22	7	15	3
Rhode Island	53	53	38	31	7	15	.....	23	16	11	10	1	5	7
Connecticut	83	81	60	52	8	21	2	13	13	7	6	1	6	.....
New York	787	768	469	387	82	299	19	142	137	81	55	26	56	5
New Jersey	210	201	157	137	20	44	9	43	42	35	30	5	7	1
Pennsylvania	1,074	1,041	858	783	75	183	33	194	187	164	134	30	23	7
South Atlantic Division	183,676	182,420	179,439	176,466	2,973	2,981	1,256	26,388	26,191	25,850	25,362	488	341	197
Delaware	44	42	33	30	3	9	2	6	6	5	5	.....	1	.....
Maryland	2,188	2,158	1,929	1,757	172	229	30	267	260	225	199	26	35	7
District of Columbia	705	669	618	584	34	51	36	148	142	134	122	12	8	6
Virginia	48,713	48,386	47,556	46,924	632	830	327	5,589	5,538	5,453	5,331	122	85	51
West Virginia	9,117	9,057	8,927	8,725	202	130	60	703	700	689	664	25	11	3
North Carolina	43,947	43,700	43,479	43,071	408	221	247	6,180	6,135	6,125	6,084	41	10	45
South Carolina	23,650	23,413	22,957	22,444	513	456	237	3,912	3,880	3,823	3,730	93	57	32
Georgia	47,080	46,854	46,004	45,266	738	850	226	8,373	8,337	8,223	8,084	139	114	36
Florida	8,232	8,141	7,936	7,665	271	205	91	1,210	1,193	1,173	1,143	30	20	17
North Central Division	25,701	25,551	24,124	23,155	969	1,427	150	2,925	2,903	2,739	2,520	219	164	22
Ohio	1,277	1,234	1,089	1,010	79	145	43	178	176	146	121	25	30	2
Indiana	1,353	1,342	1,263	1,222	41	79	11	160	160	149	135	14	11	.....
Illinois	1,759	1,740	1,510	1,428	82	230	19	239	235	213	190	23	22	4
Michigan	398	398	348	242	106	50	.....	61	61	45	39	6	16	.....
Wisconsin	115	115	50	39	11	65	.....	19	19	8	4	4	11	.....
Minnesota	164	163	113	94	19	50	1	22	22	17	11	6	5	.....
Iowa	467	462	391	370	21	71	5	58	58	51	46	5	7	.....

Missouri	17,558	17,504	16,933	16,474	459	571	54	1,940	1,928	1,881	1,773	108	47	12
North Dakota	48	48	35	27	8	13	.....	5	5	3	3	.....	2	.....
South Dakota	119	119	101	87	14	18	.....	7	7	5	5	.....	2	.....
Nebraska	527	525	478	445	33	47	2	43	43	41	31	10	2	.....
Kansas	1,916	1,901	1,813	1,717	96	88	15	193	189	180	162	18	9	4
South Central Division	214,347	212,570	204,596	199,589	5,007	7,974	1,777	30,324	30,027	29,038	28,086	952	989	297
Kentucky	11,115	11,021	10,753	10,504	249	268	94	1,179	1,154	1,124	1,091	33	30	25
Tennessee	32,201	31,855	31,350	30,983	367	505	346	3,932	3,880	3,819	3,745	74	61	52
Alabama	34,004	33,811	33,089	32,434	655	722	193	5,729	5,694	5,582	5,466	116	112	35
Mississippi	26,728	26,400	25,734	25,077	657	666	328	3,830	3,786	3,699	3,608	91	87	44
Louisiana	16,199	15,913	14,482	13,497	985	1,431	286	2,513	2,442	2,122	1,794	328	320	71
Texas	66,791	66,477	62,478	60,793	1,685	3,999	314	9,605	9,567	9,216	8,952	264	351	38
Oklahoma	603	602	592	575	17	10	1	38	38	38	36	2	.....	.....
Arkansas	26,706	26,491	26,118	25,726	392	373	215	3,498	3,466	3,438	3,394	44	28	32
Western Division	5,863	5,841	5,324	4,951	373	517	22	405	402	360	327	33	42	3
Montana	303	302	282	258	24	20	1	23	23	20	20	.....	3	.....
Wyoming	94	94	84	79	5	10	.....	8	8	8	3	5	.....	.....
Colorado	1,043	1,038	957	881	76	81	5	65	64	62	58	4	2	1
New Mexico	402	401	370	345	25	31	1	16	16	15	15	.....	1	.....
Arizona	295	295	267	245	22	28	.....	13	13	13	11	2	.....	.....
Utah	108	108	101	93	8	7	.....	13	13	11	8	3	2	.....
Nevada	54	54	45	40	5	9	.....	3	3	3	2	1	.....	.....
Idaho	248	248	237	224	13	11	.....	9	9	8	7	1	1	.....
Washington	590	586	531	485	46	55	4	29	29	26	26	.....	3	.....
Oregon	593	593	556	534	22	37	.....	29	29	25	24	1	4	.....
California	2,133	2,122	1,894	1,767	127	228	11	197	195	169	153	16	26	2

TABLE 4.—*Confederate soldiers and sailors, and widows of Confederate soldiers and sailors, classified by age periods, by States and Territories, 1890.*

States and Territories.	Confederate soldiers and sailors.						Widows of Confederate soldiers and sailors.						
	Under 45 years.	45 to 54 years.	55 to 64 years.	65 to 74 years.	75 years and over.	Age unknown	Under 35 years.	35 to 44 years.	45 to 54 years.	55 to 64 years.	65 to 74 years.	75 years and over.	Age unknown
The United States	50,666	216,280	114,752	43,714	5,867	741	1,530	9,936	22,866	17,890	6,891	1,274	177
North Atlantic Division	324	1,369	580	133	23	4	68	113	196	91	33	17	4
Maine	6	26	14	8	1	.....	6	9	14	3	.....	2	.....
New Hampshire	.....	13	12	1	.....	.....	3	2	2	2	1	2	.....
Vermont	.....	4	7	.....	.....	.....	2	2	5	4	.....	1	.....
Massachusetts	18	70	36	8	2	.....	7	9	21	8	2	.....	.....
Rhode Island	7	35	7	4	.....	.....	4	4	8	3	2	1	1
Connecticut	10	45	20	5	3	.....	.....	2	5	3	2	1	.....
New York	119	443	181	34	9	1	15	37	50	31	7	2	.....
New Jersey	29	128	40	12	1	.....	3	9	16	7	4	1	3
Pennsylvania	135	605	263	61	7	3	28	39	75	30	15	7	.....
South Atlantic Division	22,520	85,962	49,951	21,900	3,047	296	483	3,557	9,467	8,500	3,637	673	71
Delaware	8	19	12	5	.....	.....	1	2	1	2	.....	.....	.....
Maryland	230	1,394	437	109	13	5	9	73	107	59	17	2	.....
District of Columbia	98	393	162	45	4	3	6	33	43	39	18	7	2
Virginia	5,409	22,666	13,674	6,276	601	87	110	813	2,050	1,783	685	137	11
West Virginia	912	4,903	2,362	824	93	23	15	108	253	203	103	17	4
North Carolina	4,180	20,961	12,764	5,363	589	90	97	715	2,174	2,081	945	150	18
South Carolina	3,728	10,296	6,119	2,962	518	27	67	457	1,360	1,307	615	94	12
Georgia	6,803	21,365	12,292	5,473	1,095	52	134	1,160	3,026	2,667	1,129	238	19
Florida	1,152	3,965	2,129	843	134	9	44	196	453	359	125	28	5
North Central Division	2,927	14,932	6,013	1,575	209	45	147	552	1,137	711	272	61	5
Ohio	184	753	259	69	8	4	21	38	53	42	18	6	.....
Indiana	204	780	287	77	3	2	10	38	65	22	21	2	2
Illinois	236	1,025	401	84	8	5	22	65	92	45	9	6	.....
Michigan	29	239	108	16	6	.....	9	12	25	10	3	2	.....
Wisconsin	15	56	36	7	.....	1	7	3	3	5	1	.....	.....
Minnesota	20	89	40	12	2	1	1	4	10	5	2	.....	.....
Iowa	61	261	111	30	4	.....	6	14	22	13	2	1	.....
Missouri	1,859	10,148	4,213	1,144	164	30	61	367	779	497	192	41	3
North Dakota	4	33	9	2	.....	.....	.....	2	1	2	.....	.....	.....
South Dakota	18	68	31	2	.....	.....	1	2	1	1	2	.....	.....
Nebraska	82	305	112	28	.....	.....	2	9	14	12	6	.....	.....
Kansas	215	1,175	406	104	14	2	7	38	72	57	16	3	.....

South Central Division	23,940	110,791	56,899	19,787	2,561	369	805	5,574	11,919	8,492	2,922	515	97
Kentucky	1,164	6,938	2,292	625	74	22	55	308	458	247	88	20	3
Tennessee	2,324	18,158	8,926	2,446	257	90	99	730	1,644	1,022	338	74	25
Alabama	3,370	17,033	9,394	3,635	536	36	108	772	2,172	1,878	685	105	9
Mississippi	3,865	11,778	7,566	2,990	485	44	86	701	1,438	1,073	421	98	13
Louisiana	1,854	8,199	4,448	1,526	151	21	74	501	1,057	649	193	37	2
Texas	8,201	34,161	17,105	6,374	842	108	291	1,873	3,762	2,593	919	135	32
Oklahoma	88	338	142	31	3	1	1	5	20	10	2	.....	.....
Arkansas	3,074	14,186	7,026	2,160	213	47	91	684	1,368	1,020	276	46	13
Western Division	955	3,226	1,309	319	27	27	27	100	147	96	27	8	.....
Montana	34	196	63	9	1	.....	1	5	11	5	1	.....	.....
Wyoming	13	58	18	2	3	.....	.....	3	4	1	.....	.....	.....
Colorado	194	560	220	59	7	3	3	14	24	19	4	1	.....
New Mexico	74	218	80	17	1	12	2	5	4	3	2	.....	.....
Arizona	52	148	84	11	.....	.....	1	4	6	1	1	.....	.....
Utah	19	66	17	4	2	.....	1	3	2	4	1	2	.....
Nevada	11	33	7	3	.....	.....	1	2	.....	.....	.....	.....	.....
Idaho	43	129	57	17	1	1	1	1	2	2	2	1	.....
Washington	101	334	122	29	3	1	2	2	15	7	.....	3	.....
Oregon	77	341	130	39	2	4	2	2	14	8	3	.....	.....
California	337	1,143	511	129	7	6	13	59	65	46	13	1	.....

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 136.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 26, 1896.—Referred to the Committee on Interstate Commerce and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE INTERSTATE COMMERCE COMMISSION, TRANSMITTING, IN COMPLIANCE WITH SENATE RESOLUTION OF FEBRUARY 25, 1896, THE REPORT RESPECTING FREIGHT AND PASSENGER RATES OF RAILROAD COMPANIES IN THE STATE OF FLORIDA, MADE TO THE COMMISSION BY MR. J. D. PIRRONG, OF WEWAHITCHKA, IN THAT STATE.

INTERSTATE COMMERCE COMMISSION,
Washington, February 26, 1896.

The PRESIDENT OF THE SENATE:

The Interstate Commerce Commission has the honor to transmit herewith, in compliance with the resolution of the Senate of February 25, 1896, the report respecting freight and passenger rates of railway companies in the State of Florida, made to the Commission by Mr. J. D. Pirrong, of Wewahitchka, in that State.

WM. R. MORRISON, *Chairman.*

WEWAHITCHKA, FLA., *December 10, 1895.*

DEAR SIR: In compliance with your letter of instructions of October 19, 1895, as regards the unsatisfactory condition of freight rates to New York and other Eastern markets from Florida, and the collection of such information as may have a bearing upon what would be fair rates, I would most respectfully submit the following report:

I visited Jacksonville, Duval County, and called upon the secretary of the Orange Exchange, and submit the following, which was taken from the books of the exchange:

Orange crop.

Year.	Boxes.	Net average.
1885–86	900, 000	$1. 48
1886–87	1, 250, 000	1. 27
1887–88*	1, 450, 000	1. 72
1888–89	1, 900, 000	1. 33
1889–90*	2, 150, 000	1. 52
1890–91*	2, 460, 000	1. 57
1891–92	3, 760, 000	1. 11
1892–93	3, 400, 000	1. 31
1893–94	5, 050, 000	1. 01
1894–95 †	6, 000, 000	. 98

* Short crop of other fruits reported throughout the United States.
† Estimated one-half marketable. Net average, 98 cents.

The average price of putting up a box of oranges, including delivery at shipping station, 45 cents.

Present freight rates per box on oranges and lemons from Jacksonville, Baldwin, Gainesville, Callahan, and Live Oak—

To—	Via steamer, Savannah and Jacksonville-	All rail.
	Cents	*Cents.*
New York	35	50½
Boston	40	58½
Philadelphia	35	48½
Baltimore	35	47½

Barrels double box rates.

Rates prior to 1890 from same points, via steamer, Savannah and Jacksonville.

	Per box.
New York	$0.30
Boston	.35
Philadelphia	.30
Baltimore	30

November 24, 1890, rates via steamer, Savannah and Jacksonville' were increased as follows:

	Per box.
New York	$0.40
Boston	.45
Philadelphia	.40
Baltimore	.40

These rates prevailed until November 30, 1892, when they were reduced 5 cents per box.

Mr. M. P. Turner, secretary of the exchange, informs me that the only improvement in shipping was a little quicker time and the erection of a warm-storage warehouse at New York by the steamship company, and said, considering the increased crop, the facilities were not as good as in former years.

After some delay at Jacksonville, obtaining information as regards the principal growers and shippers of different counties in the State, I laid out my route for the purpose of obtaining the information you desired. I then visited Tampa, Hillsboro County. While there I was requested to call upon Mr. John Savarus and Mr. W. H. Adams. The report they gave me regarding freight upon fish I thought would be of value to you, although not just in accordance to instructions. It embraces two letters marked "Hillsboro County, No. 2."

After some delay at Tampa trying to hear from Manatee County and awaiting your check for expenses, I went to Bartow, Polk County. The party I wished to see not being at home, I called upon Hon. J. W. Brady, the principal grower of vegetables of that section. Mr. Brady promised exact rates and full information upon the subject, but upon a plea of urgent business and the necessity of hunting up statistics, excused himself for not doing so at once, but promised to forward the information to me at an early date.

I inclose you his letter, in reply to my letter requesting the promised information, marked "Polk County."

I then went to Plant City, Hillsboro County. I found great dissatisfaction regarding rates. This section produces a great many strawberries and early cabbage. I was informed that rates given would

amount to about 10 cents per quart. It seems that freight rates here are prohibitory, and the producer usually ships by express. The express charges being high leaves but little for the producer. I herewith submit information given by Mr. Wells, with actual sales, etc.; also clipping from the Plant City paper, showing feeling existing, marked "Hillsboro No. 1."

I then visited Kissimmee, Osceola County. I could find no definite information regarding freight rates here. From what I could learn, however, I concluded there was difficulty in obtaining cars suitable for transportation of vegetables, and therefore the idea of shipping by freight was abandoned and shipment by express considered the only manner available. I inclose a letter explaining conditions fully, marked "Osceola, No. 1."

From here I went to Tavares, Lake County, but could obtain but little information, as persons from whom I expected to obtain exact figures, etc., were absent and not expected home for some time.

I intended to visit Umatilla, Eustis, and different points, but means were limited and it was impossible. I found, however, general dissatisfaction among producers regarding rates. I was informed that rates for a car of vegetables from Tavares to Chicago was $140—$92 of this from Tavares to River Junction, and $48 from River Junction to Chicago. In all cases the Florida roads seem to get about one-half the charges on about one-third the distance.

I went from here to Citra, Marion County, and called on Mr. Charles White, who could give me no information as regards vegetables. He has been a shipper of from 95,000 to 100,000 boxes of oranges yearly, and considers rates in the past reasonable on oranges.

From here I went to Micanopy, in Alachua County, where I called on Mr. Owen, who had been agent here for the railroad some years. I inclose you his statement, marked "Alachua, No. 1."

I submit a letter from Dr. Ballard, of Manatee County, giving rates for the last three years.

In my route so far the following counties have been visited: Osceola, Marion (north part), Hillsboro, Alachua (south part) Duval, and Polk. Polk County should be visited again; also the southern part of Marion County.

In all these counties I found dissatisfaction as regarding freight rates, and from what I can learn the production of vegetables will have to be abandoned unless lower rates can be established. The production of vegetables for Northern and Western markets in these and other counties in the State is now, and will be for some five or six years (until the orange trees commence bearing), the only hope of sustenance and support. Abandonment of production will lead to want and suffering, or a seeking elsewhere for support and an abandonment of home, which in this State means almost a total loss of improvements. At least 40 per cent of the people are engaged in the production of vegetables.

I would most respectfully call your attention to the following vegetable producing counties not yet visited: Alachua (north part), Marion (south part), Lake, Polk, Putnam, De Soto, Manatee, Sumter, and some of the east coast counties. These are fully as much interested as any of the counties visited. It would take, perhaps, two months to make a thorough investigation and obtain full information.

I found it very difficult to get rates from year to year, the producer being careless in these matters, contenting himself to complain, but retaining no data. The cost of production remains about the same; in some cases it has increased. Transportation rates in most cases have

increased. Transportation is somewhat quicker, but there is great complaint of detention and loss therefrom. Transportation companies being released on waybill, seem to take advantage of that and forward at their own convenience and profit. Prices obtained for produce have fallen at least 50 per cent. Any improvement in transportation other than that already mentioned I can not learn.

Hoping my efforts may meet your approval, I remain, sir,

Very respectfully, yours,

J. D. PIRRONG.

Hon. W. R. MORRISON,
Chairman Interstate Commerce Commission,
Washington, D. C.

BRAIDENTOWN, FLA., *November 29, 1895.*

MY DEAR SIR: Our merchants give rates to New York on oranges at 75½ cents; on vegetables, 68 cents. All rail.

To Chicago somewhat less. No change for three years. To the northwest, via Mobile, the rates were raised about 30 per cent last year.

Yours, truly,

CHAS. W. BALLARD, M. D.

Hon. J. D. PIRRONG,
Wewahitchka, Fla.

HILLSBORO COUNTY, No. 1.

PLANT CITY, FLA., *November 22, 1895.*

DEAR SIR: In reply to your request will state that owing to the very excessive rates of freight, both common and express, the farmers and truck growers are very much discouraged. Many have given up the business entirely, and it seems if something is not done to reduce rates of freight the entire vegetable business will have to be abandoned. After the freeze the people had not only lost their present crop of oranges, but also their groves for at least three to five years.

Instead of the transportation company reducing their rates to assist and encourage the people, in the last few days they have raised the express from 12 to 16 cents per box to all points east. For instance, the rate has been for the past five or seven years as follows: On eggplant in orange boxes, New York, 66 cents; Philadelphia, 64 cents; Washington, 63 cents; Baltimore, 63 cents. At present it is on the same goods: New York, 82 cents; Philadelphia, 80 cents; Baltimore, 77 cents; Washington, 77 cents; and to ship West by express is almost out of all reason—Chicago $3.05 per hundred pounds, and all other points West in proportion. I inclose you a clipping taken from the Plant City Courier, which is just as the bills of sale read. In a few days will forward you by mail some freight bills, etc.

Respectfully,

G. W. WELLS.

Mr. J. D. PIRRONG, *Plant City, Fla.*

[From the Plant City Courier.]

DISCOURAGING RETURNS.

Again the railroads get the best end of the redoubled efforts of our people to overcome the calamities of last winter's freezes by raising more abundantly of marketable vegetables. Some few things have paid fairly well; that is, paid the freight rates and left a little profit to the raiser. But the large proportion of productions which have gone out of this country will tally right along with the two following which we give.

The carload of fine melons which we mentioned as having left this place for New York, among the first carload shipments from this part of the State; the car was neatly and carefully loaded with 1,200 melons, ranging in weight from 40 pounds down to 25 pounds—more or less. The car reached New York, no complaints as to condition; melons sold promptly, and here is the tally sheet in round numbers:

Gross sale		$180.00
Freight charges	$122.00	
Commission	18.0	
		140.00
Net sale		40.00

Net per melon, 3¼ cents.

A few days later other parties shipped a carload of melons to New Orleans They, too, were fine melons, not quite so large as the former, 1,500 filling the car. The returns on this shipment runs as follows:

Gross sale		$193.52
Freight charges	$73.10	
Commission	19.35	
		92.45
Net sale		101.07

Net per melon, 7 cents.

All this, of course, shows most conclusively that the railroads get the lion's share in all of these labors and efforts of our people. Not a single concession has been made or a possible contingency provided by which the producer or shipper can save himself a nickel in the event of unfavorable markets or unforeseen calamities. It is all to the railroad in a given sense, when the product is entered on the railroad manifest, except numerous chances running for "back freight," to something in return from nothing to anything more or less reasonable.

In the first case mentioned the melons were grown in and near town, and yet the growers scarcely realized pay for hauling and putting them in the car. In the other case the melons were grown some distance from town and here, too, the hauling was an item. But the railroads realized big pay for what they did. The expense, the labor, and the worry of the whole thing has been borne by the producer. Is it any wonder that our farmers are gloomy under these conditions?

Railroads are making great concessions in the way of getting up cheap excursions, but it would be far more to the benefit of the country if they would make concessions in freight rates which would tend to encourage and benefit the producing classes of our country.

PLANT CITY, FLA., *December 2, 1895.*

DEAR SIR: According to promise, I inclose you some bills of sale of vegetables, etc. They will show for themselves.

In regard to our present transportation compared with the past four to six years, I will say that transportation is some quicker as a general thing, but very often our goods are side tracked or delayed in transit, for which we have little or no redress. Very often a carload of our stuff will be in transit from one to three days longer than necessary, and if goods are damaged, which they surely are, as vegetables and fruit are of such a perishable nature, we can recover no damage. I speak for myself and many of my neighbors can say the same. I have been damaged many hundreds of dollars by the carelessness of the transportation companies for which I have never recieved one cent in the way of damages. It costs as much now, if not more, to raise vegetables as it did five or six years ago, and the prices in Eastern markets are less. You can readily see from the account sales I inclose how the growers come out.

Hoping this will be of some good to you, I beg to remain,

Yours, truly,

G. W. WELLS.

Mr. J. D. PIRRONG, *Wewahitchka, Fla.*

[Account sales by N. Dietzen & Bro., fruit and produce commission merchants, 621 Market street.]

Received June 24, 1895, for account of Vick & Park, Plant City, Fla.

1 car melons		$153.19
Freight	$68.22	
Drayage	5.00	
Commission	15.31	
		78.53
Net proceeds		74.66

Inclosed we hand you check for net proceeds as above. Hoping same may be satisfactory, we remain,

Yours, truly,

N. DIETZEN & BRO.

Overcharges, $8.22.

CHATTANOOGA, TENN., *August 22, 1895.*

Mr T. A. VICK, *Plant City, Fla.*

DEAR SIR: It seems to be a perfectly hopeless case to try to get anything from the railroad company as a rebate on the melons, as they weighed the car, and the excess is to cover the overweight.

Truly, yours, N. DIETZEN & BRO.

Account sale of 1 carload of watermelons received per N. and C. R. R. and sold by J. W. Lawrence & Sons, for account of Mr. T. A. Vick, Plant City, Fla.

[Date of sale, June 20 and 27.]

25 melons, at 26 cents		$6.50
100 melons, at 23 cents		23.00
165 melons, at 20 cents		33.00
162 melons, at 18 cents		29.16
13 melons, at 15 cents		1.95
15 melons, at 13 cents		1.95
59 melons, at 12 cents		7.08
230 melons, at 10 cents		23.00
64 melons, at 5 cents		3.20
		128.84
Charges:		
Freight	$105.12	
Drayage and labor	8.80	
Wharfage	1.00	
Commission on $128.84, at 10 per cent	12.89	
		127.81
Net proceeds to credit of Mr. T. A. Vick (c'k)		1.03

Overcharges, $11.52.

There were 940 melons, good and bad, counted from car. A good many were rotten and worthless. When we wired you Thrs. no melons here worth mentioning, but with yours came a number of carloads, flooding our market. We think you could have put several hundred more melons in the car. Sorry could not do better, but worked hard for you and did best could be done.

J. W. LAWRENCE & SONS.

NORFOLK, VA., *June 28, 1895.*

NEW YORK, *June 19, 1895.*

Sold by J. H. Killough & Co., produce commission merchants, 157 and 158 West street, for account of Vick & Collins, Plant City, Fla.

June 15, 1 carload melons		$180.00
Charges:		
Freight	$122.40	
Commission	18.00	
Net proceeds	39.60	
		180.00

Sales made by John Bentzen & Sons Gardening Company, St. Louis, Mo., general commission merchants, for account of T. A. Vick, Plant City, Fla.

6 c. beans		$6.00
Charges:		
Freight	$4.60	
Commission	.60	
Net proceeds	.80	
		6.00

Inclosed please find our check to balance, 80 cents.
May 3, 1895.

HILLSBORO COUNTY, NO. 2.

TAMPA, FLA., *November 19, 1895.*

Mr. J. D. PIRRONG, *Tampa, Fla.*

DEAR SIR: In reply to your inquiry in regard to fresh fish shipped out of Tampa, I respectfully submit the following report:

In September, 1894, I was furnished a rate via Florida Central and Peninsular Railway to Savannah, Ga., of $80 per carload, 24,000 pounds, prepaid and "released." In October, the same year, the rate was advanced to $96 per car, and I have been shipping one to two cars per week (during the season) up to the present month, when I was notified that this rate was withdrawn and furnished a rate of $189.60, which is higher than local shipments by express.

I have taken October of each year as a basis, which is an average month during the season.

Amount of fish shipped for six years.

Year.	Barrels.	Pounds.
1890	875	165,000
1891	940	188,000
1892	1,125	225,000
1893	1,270	254,000
1894	1,583	316,600
1895	1,712	342,400

There is no improvement in the mode of transportation by freight. In 1890, when we began shipping by carloads, we were furnished refrigerator cars; now the railroad companies refuse to furnish refrigerator cars, and besides the time is slower.

JOHN SAVARESE.

[Tampa Fish and Ice Company, wholesale dealers and shippers of fresh salt-water fish.]

TAMPA, FLA., *November 18, 1895.*

Mr. J. D. PIRRONG, *Present.*

DEAR SIR: Replying to your inquiry of even date in regard to discriminations of freight shipments on fresh fish, we give you the following facts in the case:

During the fall of 1890 we began making shipments of fresh fish in bulk over the Florida Central and Peninsular Railway from Tampa to Macon, Ga. At that time we were given a rate of $90 per car of 24,000 pounds, net, fish. We shipped for several months about one car per week, but during the month of December the house we were shipping to failed, which left us without anyone to ship to who could use a carload at a time.

These shipments went on passenger trains, via Hampton, Fla., to Macon, in about twenty-one hours.

During 1891, 1892, and 1893 we made no shipments by freight for the reason that there was no one who could use a carload of fish at a time, so in the summer of 1894 we opened a branch house at Macon, Ga., as a distributing point, where we have cold-storage warerooms and ship out fish by express to local points through the State of Georgia.

When we applied for a rate to do this business, the Florida Central and Peninsular Railway furnished us a rate of $136.80 per car of 24,000 pounds via Lake City, Fla., refusing to make rate via Hampton, but hauled the car through Hampton to Baldwin, Fla., and back to Lake City, thus making an extra haul of about 100 miles.

In addition to this we were required to pay freight in advance, the shipments going released, and especially written across the face of bill lading "Railroad not responsible for condition."

On account of these cars being carried via Baldwin and Lake City they were delivered to the Georgia Southern and Florida Railway after their morning train out of Palatka for Macon had passed, thus delaying and causing them to go on a slow train, thereby having them reach Macon in thirty-six hours instead of twenty-one, as in 1890.

However, we used this rate during 1894, and did a successful distributing business in Macon, being obliged to use several tons more ice in each car on account of the slow time, but were fortunate enough not to have any fish spoil.

In the summer of 1895 we again applied to the roads for a fish rate and were given the same rate, $136.80, prepaid, released, not accountable for condition, etc. We tried several times to get this rate reduced, but the railroads showed no desire to even consider it. However, we were shipping regularly and paying charges and accepting their terms, when, on November 5, we received notice that from that date the rate from Tampa to Macon would be $230.40 per car of 24,000 pounds, same terms, route, and conditions as before; we were also advised by the local railroad agents that we had better ship by express, and that an arrangement had been effected by which the Florida Central and Peninsular Railway would haul the fish one week and the Savannah, Florida and Western Railway the next.

This is the arrangement offered by the Southern Express Company and Plant system (whose ownership is the same) to the Florida Central and Peninsula Railway, to induce them to make this exorbitant and prohibitory rate simultaneous with the Plant system.

Since this arrangement went into effect the Southern Express Company refuses to allow us to route our fish as heretofore, but have their agent come to our place of business each day to direct the loading and routing of it—one week on the Plant system, next, Florida Central and Peninsula, according to above deal. Since this prohibitory rate went into effect our men are only able to work about half of the time, barely making enough to feed them; our vessels are tied up to the wharf, the ice factory is shut down, all for the reason that we can not reach the markets by the high express rates which we are obliged to use or not ship at all.

To give you an example of the comparison between express and the present freight rate, we put 200 pounds of fish in each barrel, the barrel weighs 25 pounds, 10 barrels of 225 pounds each go to Macon for $20 by express. Same shipment (at carload rate) by freight, 2,250 pounds, at 96 cents per hundredweight, is $21.60, or $1.60 higher by freight (carload rate) than by express in 10-barrel rate.

During 1891, when we only did express shipments, we sent out 95,000 pounds of fish during October, but in 1895, with both express and freight shipments, we were able to dispose of 320,000 pounds of fish during the same month.

Another comparison is: Pensacola has a rate by freight to Atlanta, Ga. (less than carloads), of 40 cents per hundredweight, while we pay 96 cents per hundredweight to Macon. The fact is, our business is being ruined by the railroads and we are powerless to help it. The only thing left for us to do is to either leave Tampa or sell out. The latter could not be done, as no one would buy a business that depended on such arbitrary rates to get off their produce.

Hoping this will give you a sufficient idea of our troubles to determine your course correctly, we are,

Very truly, yours,

TAMPA FISH AND ICE COMPANY,
W. H. ADAMS, *Manager*.

OSCEOLA COUNTY, No. 1.

No No. 2 accompanied report.

KISSIMMEE, FLA., *November 23, 1895*.

Mr. J. D. PIRRONG:

Replying to your inquiry, we find no sufficient data at hand to particularize with reference to freights on fruits and vegetables, but in a general way we wish to say that observation has shown us that while the orange crop and other citrus fruits have multiplied very fast in volume, and the selling price been thereby materially lowered, there has been no practical reduction in rates, and we do not doubt that of the gross proceeds of the orange crop of 1894 the transportation companies received fully 50 per cent.

Our observation has also shown that the time and facilities of transportation have not materially improved except at an increased cost.

As to express charges on vegetables, which is the only practicable way to ship them (except in refrigerator cars by car lots), we find rates to Western points particularly are such as to prohibit shipment. For instance, the following rates are now in force:

To—	Per 100 pounds.	Per crate of about 3 pecks.
St. Louis	$2.55	$1.02
Cincinnati	2.20	.88
Evansville, Ind	2.35	.94

To Eastern points, also, quite high, as follows: To New York, $1.80 per 100 pounds; 72 cents per box.

As the market price of these goods is materially lowered because of the increased offerings, we regard it as absolutely essential to the maintenance of the industry to have lower transportation rates. Vegetable growing in this, Osceola County, is practically abandoned—the acreage being lower than for several years—until better rates may be obtained.

Very truly,

THE WATERS & CARSON GROCERY COMPANY,
C. A. CARSON, *Secretary and Treasurer.*

POLK COUNTY.

BARTOW, FLA., *December 6, 1895.*

Hon. J. D. PIRRONG, *Wewahitchka, Fla.*

DEAR SIR: Your favor of the 2d is received. I had dictated a considerable narrative to send you, but, upon reflection, have come to the conclusion that the parties who have placed their letters in my hands might not like for me to use them in that way. I remember that they refused to affiliate with the Orlando conventions for that purpose. The idea that the Winter Haven growers have seems to be not to mix their cause with that of the people of the State generally.

Regretting that I can not be of some assistance to you, I remain,

Very truly, yours,

J. W. BRADY.

ALACHUA COUNTY, No. 1.

No No. 2 accompanied report.

[Avery & Owen, packers and dealers in Florida oranges.]

MICANOPY, FLA., *November 29, 1895.*

J. D. PIRRONG, Esq., *Wewahitchka, Fla.*

DEAR SIR: In reply to your inquiry we beg to submit the following statement:

Rates to all points are the same now as the past six years, and are as follows: New York, A. C. D., 53 cents per crate; A. C. L., 50 cents; O. S. S., 40 cents; Philadelphia, A. C. D., 51 cents; A. C. L., 50 cents; O. S. S., 40 cents; Baltimore, A. C. D., 50 cents; A. C. L., 49 cents; steamer, 40 cents. These rates are the same by carload or less. We are unable to give the rates to Western points, the agent not having them, but they are the same that have been in effect the past six years. We can not use Western markets for less than carload shipment, the rates being prohibitive and the service poor.

In spite of the fact that the price netted for produce is fully 50 per cent less than former years, the rates remain the same, and unless something is done in this direction the time will soon come when it will be impossible for the farmers of this section to raise produce for Northern markets. The price of production remains about the same.

As a rule the time is better to Northern and Western markets than previously, although it frequently happens during our tomato season, which comes at the same time as the Georgia melon season that our shipments routed via O. S. S. are held over in Savannah for several days, in consequence of heavy melon shipments, and arrive at destination either in worthless condition or so as to bring little more than freight charges. No attention is ever made to claims made for damages on this account.

Last year we handled probably 10,000 crates of beans, obtaining for the shipper an advance from the commission merchant of 20 cents per crate, which paid for crates, picking, and hauling. In nearly every instance this was all the shipper got, although most of the shipments sold for $1 per crate, the balance, after the 20 cents advance had been deducted, going for freight and commission.

We would suggest that a reduction of 7 cents per crate to Eastern points be made, and to Western points in proportion.

Very truly, AVERY & OWEN.

WEWAHITCHKA, FLA., *January 17, 1896.*

DEAR SIR: On receipt of your check of December 19, 1895, I immediately started upon my trip as per your instructions. On my arrival at Jacksonville, not feeling very well, I remained over Sunday. Afterwards became worse and eventually so ill I could not proceed farther. I remained in this condition until January 3, 1896, when I again started to obtain the information you required.

I proceeded to Palatka and from there to Pomona. I could find there no special information as regards rates on vegetables, as the people in that section in the past depended upon oranges for their income, but are this year giving their attention to the production of vegetables.

I then proceeded to Gainesville, Alachua County, and called upon Mr. C. A. Colclough, a large grower and shipper, whose letter and statement of freight rates and shipments I submit for your consideration, with recapitulation showing gross receipts, freight charges, commission, etc., and net receipts to the grower; also average per crate freight, commissions, etc., and net, marked "Charles Colclough, Gainesville, Alachua County." Also same upon statement marked "S. Abott, Gainesville, Alachua County." Also letter of Mr. H. F. Sutton, banker at Gainesville, expressing his views of the situation as regards vegetable production in that section.

I then went to Ocala, where I was to meet Mr. J. D. Robertson and Mr. George Close, both interested largely in growing vegetables. Owing to some delay in their getting to Ocala, I could not see them until my time was so limited I could not await their statements. They, however, will forward them to me here. As I did not wish to delay this report any longer, and not having received the statements to-day, I forward such as I have and will forward the others upon receipt.

I went from Ocala to Reddick, Marion County, and called upon Mr. L. S. Light, whose letter, with statement of shipments, etc., explains fully the situation of that section, marked "L. S. Light, Reddick, Marion County." In his statement you find $1,856.60 added to cost of production, which is extra cost for producing potatoes. This is also deducted from the net profits. He also says there is some error in the calculation of the cost of production, and seems, according to the statement, to calculate at 40 cents per crate. According to all the information I can obtain the cost is at least 45 cents per crate.

I next visited Evinston, in Marion and Alachua counties, and called upon Mr. W. D. Evins, the largest grower in that section. I inclose you his letter, freight rates, etc., which explain fully.

I then went to McIntosh and called upon Dr. P. Burgin, whose letter, with what information he could give, I inclose, marked "Dr. P. Burgin, McIntosh, Marion County."

It is a difficult matter to obtain exact figures, even when they have them, as they are usually in such shape as to make it incumbent upon me to check out such information as is of interest to you and bearing

upon the subject. Therefore, if some errors occur in the figures you must allow some margin, for in the main they are correct. I have statements only from parties who will testify if necessary. The following counties should be investigated if you wish full information as regards the State: Sumter, Lake, Pasco, Orange, Polk, and De Soto. It would take perhaps six weeks or two months to go over these grounds and obtain such information as I now send you.

I have been requested by different citizens to suggest to you that Alachua, being the greatest vegetable-growing county in the State, easily accessible to the largest vegetable gowers in the State, Gainesville would be a good point of meeting. They also assure me that a suitable place of meeting will be secured free of charge.

Hoping my report may meet your approval, I remain, sir,

Very truly, yours,

J. D. PIRRONG

Hon. W. R. MORRISON,
Chairman Interstate Commerce Commission,
Washington, D. C.

No. 1.

GAINESVILLE, FLA., *January 6, 1896.*

J. D. PIRRONG, Esq.,
Special Agent Interstate Commerce Commission.

DEAR SIR: Yours of recent date, requesting information as to present freight rates on vegetables to the Northern markets as compared with the rates of former years, and also present cost and profits of growing vegetables as compared with cost and profits of previous years, etc., received and noted.

In reply to your first question I would state that the freight rates for the past six years to the Eastern markets have advanced from 25 to 50 per cent, as you will see by statement which I inclose showing the rates for the past six years. I would also call your attention to the difference between the present rates from Gainesville, Fla., to New York and other Eastern cities and the rates to Chicago and other Western cities, in which you will see that the rates to the East are one-third greater than to the West. For instance, the freight on a carload of cabbage to New York is $222, or 92½ cents per crate, whereas to Cincinnati the freight is $129.60 per car of 240 crates, or 54 cents per crate, a difference of $92.40, or nearly twice as much to New York as it is to Cincinnati, the distances being nearly equal and the time about the same.

The railroads claim that they give better service now than in former years. This statement I can disprove. The Savannah Steamship Line makes the same time now it did seven years ago. As to their claim that the all-rail transportation is better now, I think I can refute, as I now have a claim against the Savannah, Florida and Western Railway for damages on account of delay of two days on a car of tomatoes shipped from here last June. On another occasion last season, a shipment to Norfolk, was delayed two days en route. I can quote numerous instances of this kind every season.

As to your second question, I would state that for the past few years, since the advance in freight rates, there has been no profit in growing vegetables for market, and a large majority of farmers are in a very bad way, with their farms and stock mortgaged for all they are worth. It costs the same to grow vegetables now that it did seven years since, and because of the fact of the large increase in production, both in this State and along the Georgia and Carolina coasts, prices have steadily declined. In 1888, my cabbage crop averaged $2 per crate, whereas in 1894, the average prices I received was 62 cents per crate.

The railroads have been getting more out of the crops the past five years than the farmers. The average cost of growing a crate of cabbage in this county is 75 cents. In 1895 my tomatoes averaged 67 cents per 9 basket carrier. The cost of packing tomatoes at the packing houses, including price of carrier, is 38 cents, leaving 29 cents only to pay the expense of growing, picking, and carting, the actual cost being 30 cents per carrier to grow and pick.

Your question as to what I think would be a fair reduction, I would say that I think a reduction of 33⅓ per cent on all freights to the Eastern markets would give

general satisfaction. This reduction would put the rates to the East the same as our present Western rates, and if the transportation companies can carry a crate of vegetables 1,000 miles west for 60 cents they can certainly afford to do the same to the East.

Hoping that the honorable Commissioners will come to our rescue and save our people from their enemies, the railroads, I am,

Very respectfully, CHARLES A. COLCLOUGH.

Statement showing the difference of freight rates between the Eastern and the Western cities from Gainesville, Fla., in carload lots.

	Barrels.	Bushel crates.		Barrels.	Bushel crates.
Eastern cities:			Western cities:		
To New York	$0.92½	$0.50½	To Chicago	$0.66	$0.33
To Philadelphia	.89	.48½	To St. Louis	.62	.31
To Baltimore	.85	.46½	To Cincinnati	.54	.27

The railroads will grant no concessions on any vegetables other than cabbage in carload lots, the rates being nearly double to New York what they are to Cincinnati. In the year 1894, on account of the low prices in the East and high freight rates, the growers could not ship at all to the East, and, in consequence, the markets of the West were overstocked and we did not get cost of production; whereas, could we have had an equally low rate to the East, we could have divided our shipments and consequently kept the Western markets from being glutted, and probably have realized at least cost for our crops of cabbage.

Respectfully, C. A. COLCLOUGH.

Statement showing difference between the present all-rail freight rates on vegetables to the Northern markets from 1888 to 1896.

Gainesville to—	1888.		1896.	
	Barrels.	Bushel crates.	Barrels.	Bushel crates.
New York	$0.66	$0.33	$1.01	$0.50½
Philadelphia	.66	.33	.97	.48½
Baltimore	.66	.33	.93	.46½

The carload rates on cabbages are 8 cents less than above 1896 rates, but on bushel packages there has been no reduction for carload lots, the rate being 50½ cents to New York for one crate or 1,000 crates.

C. A. COLCLOUGH.

Statement showing the difference between the present Savannah steamer freight rates on vegetables from Gainesville to the Eastern markets.

Gainesville to—	1888.		1896.	
	Barrels.	Bushel crates.	Barrels.	Bushel crates
New York	$0.60	$0.30	$0.75	$0.37½
Philadelphia	.60	.30	.75	.37½
Baltimore	.60	.30	.75	.37½

The service for the present year is no better either in dispatch or careful handling than it was in 1888, but, on the contrary, is probably not as good, because of the fact that the boats are overcrowded, and last season I had vegetables lay over in Savannah two days for the next boat on this account, much to my detriment.

C. A. COLCLOUGH.

Vegetables shipped by C. A. Colclough in 1895.

Destination.	Crates.	Gross.	Freight.	Commission.	Net.
Philadelphia	36	$175.00	$20.70	$4.41	$37.89
Savannah	9	8.00	2.20	.80	5.00
Do	6	6.00	2.10	.60	3.30
Philadelphia	223	277.00	108.15	19.42	149.83
Do	20	35.00	11.50	2.45	21.05
Baltimore	390	522.00	173.35	41.76	306.69
Norfolk	10	14.00	5.20	1.40	7.40
Do	25	35.00	13.25	3.50	18.25
Do	31	43.40	13.15	4.34	25.53
Do	45	67.50	23.42	6.75	37.33
Do	3	3.00	1.30	.34	1.40
Do	17	25.50	8.85	2.55	14.10
Do	19	19.00	9.75	1.52	7.73
S C	9	8.55	2.15	.45	4.95
Washington	38	38.00	16.91	5.70	15.39
Savannah	11	16.00	3.85	1.60	10.55
Norfolk	17	21.75	8.85	2.17	10.73
Do	16	22.25	8.30	2.22	11.73
Washington	49	80.50	33.00	8.05	39.45
Philadelphia	72	59.30	32.70	6.31	20.22
Boston	151	262.75	71.73	26.28	164.74
Do	110	165.00	52.25	16.50	96.25
Do	27	47.25	16.20	4.72	26.33
Do	76	105.75	47.58	10.58	47.59
Philadelphia	8	12.00	7.76	1.48	2.76
Baltimore	11	12.00	9.00	.96	2.04
Do	17	19.45	11.63	1.56	6.26
Savannah	27	25.25	9.45	2.33	13.27
Baltimore	5	6.25	3.15	.50	3.60
Philadelphia	22	44.00	10.78	4.18	29.04
Norfolk	18	25.20	7.90	2.52	14.78
Boston	57	40.50	34.48	5.76	26.00
New York	10	30.00	12.37	3.00	14.63
Savannah	4	6.00	1.40	.60	4.00
Norfolk	105	59.50	45.38	5.90	8.17
Washington	45	67.00	22.28	6.70	38.02
Do	37	46.50	14.70	4.65	27.15
Do	119	158.25	64.80	15.83	77.56
Norfolk	16	19.20	8.60	1.92	8.68
Do	4	4.00	2.80	.40	1.50
New York	9	5.85	4.55	.58	.72
Do	54	39.25	29.60	3.92	5.73
Do	39	43.75	14.63	4.37	24.75
Do	42	35.25	15.75	3.52	16.98
Do	54	48.25	24.56	4.82	18.87
Do	11	13.75	5.56	1.37	6.82
Do	113	92.25	56.78	9.22	26.25
Do	8	8.00	4.24	.80	2.96
Do	157	164.12	83.06	16.41	64.60
Do	41	66.50	31.35	6.65	28.50
Do	50	100.50	22.75	10.05	67.70
Do	8	18.00	6.00	1.80	10.20
Do	36	46.05	13.50	4.60	27.95
Do	98	97.00	51.94	9.70	35.36
Do	106	116.50	48.23	11.65	67.11
Do	19	19.00	9.05	1.90	8.05
Do	27	48.00	20.25	4.80	22.95
Do	39	93.25	19.31	9.33	64.61
Do	3	7.50	1.50	.75	5.25
Do	65	81.50	47.80	8.15	25.55
Do	65	42.25	24.88	4.22	13.15
Do	94	69.60	36.20	5.57	27.81
Do	92	161.00	45.10	15.87	100.03
Do	188	316.00	96.00	31.56	190.00
Do	38	34.30	14.25	3.23	14.82
Do	7	9.80	3.65	.98	4.63
Do	86	106.25	39.13	10.63	56.49
Norfolk	18	20.25	9.35	2.02	8.88
Do	13	13.00	6.75	1.30	4.95
Do	36	37.25	18.90	3.72	14.83
Do	57	52.00	24.73	5.20	22.07
Baltimore	40	50.00	24.60	4.00	21.40
New York	7	10.50	4.45	1.05	5.10
Savannah	12	14.85	4.20	1.48	9.17
Do	7	14.00	3.20	1.40	9.40
Do	15	48.90	14.10	4.90	29.90
Boston	34	30.60	21.59	3.06	5.95
Baltimore	197	212.00	77.25	17.00	118.20
New York	47	70.50	24.00	7.05	35.45
Do	43	4.50	1.65	.45	2.40
Philadelphia	56	61.60	27.44	7.10	54.50
Do	29	39.80	18.30	2.79	18.71

Vegetables shipped by C. A. Colclough in 1895—Continued.

Destination.	Crates.	Gross.	Freight.	Commission.	Net.
Charlotte	49	$40.70	$25.70	$3.70	$11.30
Boston	6	10.50	4.18	1.05	6.32
Baltimore	20	26.00	10.25	2.00	13.75
Boston	353	471.00	220.26	47.13	203.86
Philadelphia	21	47.25	10.30	4.36	42.89
Norfolk	50	70.00	21.75	7.00	41.25
Do	6	8.25	3.10	.82	4.33
Philadelphia	95	95.00	64.75	6.75	23.67
Do	25	25.00	17.25	1.75	6.00
Norfolk	9	13.50	4.95	1.35	7.20
Baltimore	68	91.25	30.25	7.30	53.70
Savannah	12	7.20	4.20	.72	2.28
Do	9	9.00	3.50	.90	4.60
Boston	246	481.75	126.75	48.18	306.96
Baltimore	46	39.75	19.88	3.77	15.90
D. C	9	11.50	5.00	1.15	4.85
New York	6	7.50	3.72	.75	3.03
Do	35	21.00	13.13	2.10	5.77
Do	129	220.50	65.15	22.05	133.30

Footings do not balance; some errors in his entries, I suppose.

RECAPITULATION.

Crates.	Gross.	Freight.	Commission.	Net.
1,855	$2,233.92	$926.88	$220.65	$1,087.81
1,768	2,375.40	935.55	235.35	1,254.17
1,593	2,273.15	794.36	197.31	1,199.91
5,216	6,882.47	2,656.79	653.31	3,521.89

Receipts per crate, gross ..... $1.31+
Freight per crate ..... .50+
Net per crate ..... .67+

No. 2.

Recapitulation.

CUCUMBERS—1894 AND 1895.

Crates.	Gross receipts.	Freight.	Commission, etc.	Net.
460	$510.85	$239.18	$52.43	$219.76
45	66.55	23.17	6.48	34.89
175	424.70	95.32	44.89	274.49
680	1,002.10	357.67	103.80	529.14

Receipts per crate, gross ..... $1.47+
Freight per crate ..... .52—
Net ..... .77+

CABBAGE—1894.

Crates 1,091
Gross receipts $1,499.95
Freight 709.45
Commission, etc 171.67
Net 612.18
Receipts per crate, gross ..... 1.37+
Freight per crate ..... .65+
Net ..... .56+

TOMATOES—1895.

Crates.	Gross receipts.	Freight.	Commission, etc.	Net.
292	$410.75	$178.49	$43.06	$198.39
258	307.65	124.84	31.53	152.30
550	718.40	303.33	74.59	350.69

Gross receipts per crate ..... $1.30+
Freight per crate ..... .55+
Net per crate ..... 63+

Tomatoes shipped in 1895 by S. Abbott, of Gainesville, Fla.

Carriers.	Gross sales.	Freight.	Cartage and commission.	Net proceeds.	Carriers.	Gross sales.	Freight.	Cartage and commission.	Net proceeds.
10	$17.50	$5.30	$1.75	$10.45	6	$9.00	$2.06	$0.90	$5.70
7	10.50	3.50	.95	6.05	6	8.10	2.40	.81	4.89
21	42.00	13.23	4.20	23.94	21	17.20	8.41	1.72	7.07
6	13.50	3.00	1.20	9.30	11	13.75	5.62	1.38	6.74
10	17.50	6.93	1.70	8.87	8	10.00	4.24	1.00	4.76
20	22 00	18.80	3.20	.....	5	7.50	2.50	.78	4.16
7	6.30	3.71	.63	1.96	10	17.50	4.00	1.75	11.75
20	22.50	10.60	2.25	9.65	6	7.50	2.40	.75	4.35
14	14.00	7.42	1.40	4.88	9	9.00	4.77	.90	3.33
8	8.00	4.00	.80	2.00	10	9.00	4.00	.72	4.28
10	17.50	6.30	2.05	9.15	10	12.50	5.10	1.38	6.02
11	19.25	6.93	2.29	10.06	10	10.00	5.30	1.00	3.70
10	10.00	5.00	1.90	4.00	6	7.50	2.40	.75	4.35
7	5.60	3.48	.60	1.52	23	24.50	12.19	2.45	9.86
10	10.00	5.30	1.00	3.70	10	17.25	5.95	2.03	9.27
10	15.00	5.30	1.50	8.20	10	14.00	4.91	1.12	7.97
10	12.50	5.00	1.20	6.30	11	16.50	5.83	1.65	9.02
10	12.50	5.00	1.20	6.30	6	9.00	3.18	.90	4.92
17	23.80	8.50	2.24	14.56	10	15.00	5.00	1.40	8.60
11	13.75	7.09	1.71	4.95	8	10.80	4.24	1.08	5.84
6	11.25	3.18	1.12	6.95	10	12.50	4.00	1.25	7.25
15	22 50	8.65	2.70	11.15	6	8.40	2.93	.67	4.80
8	12.00	4.24	1.20	6.56	14	11.15	7.69	1.54	1.92
7	10.50	3.71	1.05	5.74	10	6.00	4.75	.90	.35
14	21.00	7.43	2.10	11.48	10	6.00	6.30	.90	.....
13	19.50	6.89	1.95	10.67					
12	18.00	4.60	1.80	11.40	550	718.30	303.33	74.59	350.69

Cucumbers shipped in 1894 by S. Abbott, of Gainesville, Fla.

Baskets.	Gross sales.	Freight.	Commission and cartage.	Net proceeds.	Baskets.	Gross sales.	Freight.	Commission and cartage.	Net proceeds.
8	$40.00	$7.48	$3.20	$29.32	7	$19.25	$3.18	$1.93	$14.14
7	17.50	5.65	1.88	9.97	11	38.50	5.55	4.40	28.55
10	26.00	1.85	2.32	18.83	11	27.50	4.13	2.75	20.62
12	30.00	6.06	3.72	20.22	10	20.00	5.05	2.60	12.35
12	36.00	5.05	4.20	26.75	10	35.00	5.05	4.10	25.85
9	24.75	4.36	2.18	18.21	7	15.75	3.12	1.26	11.37
7	18.50	3.39	1.65	13.46	23	25.20	17.20	2.52	5.48
9	6.75	4.09	.68	1.98					
22	44.00	11.11	5.50	27.39	175	424.70	95.32	44.89	274.49

Cabbage shipped in 1894 by S. Abbott, of Gainesville, Fla.

Barrels and crates.	Gross sales.	Freight.	Commission and cartage.	Net proceeds.	Barrels and crates.	Gross sales.	Freight.	Commission and cartage.	Net proceeds.
109	$125.35	$56.40	$12.55	$47.40	108	$111.00	$58.32	$16.50	$36.18
85	113.40	49.36	11.34	52.70	15	35.00	6.97	3.32	27.46
102	140.10	75.48	9.80	54.72	19	52.25	18.43	4.99	28.83
20	33.00	18.70	3.64	10.66	16	15.00	11.50	1.20	2.30
18	29.00	16.20	3.40	9.40	15	25.50	12.45	2.04	11.01
17	29.75	13.51	3.27	12.97	136	187.60	95.40	24.10	68.00
18	22.50	13.50	1.80	7.20	150	165.00	90.00	22.50	52.50
16	20.00	12.00	2.52	5.48	122	189.10	82.96	22.57	83.57
16	32.00	12.75	4.16	15.09					
18	36.00	16.38	3.78	15.84	1,091	1,499.95	709.45	171.67	612.18
91	138.40	49.14	18.39	70.87					

Cucumbers shipped in 1895 by S. Abbott, of Gainesville, Fla.

Baskets.	Gross sales.	Freight.	Commission and cartage.	Net proceeds.	Baskets.	Gross sales.	Freight.	Commission and cartage.	Net proceeds.
25	$38.75	$15.85	$3.87	$19.03	70	$72.15	$35.35	$7.21	$29.59
4	3.50	2.04	.45	1.01	30	28.30	15.15	2.83	10.32
4	4.50	2.12	.45	1.93	24	24.00	12.12	2.40	9.48
11	16.50	5.56	1.65	9.29	15	15.00	7.58	1.50	5.92
30	37.50	15.15	3.75	18.60	7	5.25	3.53	.53	1.19
4	4.00	2.12	.40	1.48	28	44.75	14.14	4.48	26.13
13	13.00	6.56	1.30	5.14	12	14.40	6.06	1.44	6.90
15	15.00	7.58	1.50	5.92	8	12.00	4.40	1.20	6.76
15	8.75	6.68	1.32	.75	17	17.00	8.59	1.70	6.71
15	15.00	9.08	1.95	3.97	12	15.00	6.05	1.50	7.45
33	33.00	15.01	3.30	14.69	3	5.25	1.46	.52	3.27
45	38.75	22.73	3.87	12.15	7	12.50	3.57	1.08	5.84
12	9.25	5.10	1.18	2.97	4	4.80	2.02	.48	2.30
13	17.50	6.57	1.75	9.23	12	15.00	6.36	1.50	7.14
11	11.00	5.56	1.10	4.34	7	14.00	3.71	1.40	8.89
5	7.50	2.53	.75	4.22					
4	4.50	2.02	.45	2.03	505	577.40	262.35	58.91	254.65

No. 3.

L. S. Light, Reddick, Marion County.

Name and address of shippers.	Number of crates.	Gross sales.	Freight charges.	Commission.	Net returns.	Cost ready for market.	Net profit.	Loss.
1. A. E. Smith, Micanopy	1,769	$2,068.30	$728.73	$206.70	$1,142.87	$707.60	$435.27	.....
2. G. W. Means, Evinston	1,448	1,000.00	650.00	100.00	350.70	579.20	.....	$228.50
3. J. H. Bass, McIntosh	1,555	2,150.40	1,048.51	215.26	890.83	622.00	268.83	.....
4. W. J. Done, Micanopy	1,500	900.00	667.00	66.70	166.30	600.00	.....	433.70
5. R. Daigre, McIntosh	966	1,057.20	513.47	133.77	399.98	386.40	13.58	.....
6. F. G. Sampson, Boardman	1,216	1,126.89	543.20	110.69	473.00	486.40	.....	13.40
7. W. E. Allen, McIntosh	2,963	2,780.02	1,230.43	301.21	1,248.38	1,185.20	63.18	.....
8. G. A. Kunzie, Orange Lake	3,353	3,533.24	1,844.15	305.53	1,383.56	1,341.20	42.36	.....
9. L. S. Light, Reddick	5,294	4,732.49	3,007.44	377.56	1,353.49	2,117.60	.....	764.11
10. Alfred Ayer, McIntosh	1,889	1,856.25	837.99	183.45	834.89	755.60	79.29	.....
11. J. M. Wail, McIntosh	1,528	1,771.19	755.24	195.07	724.46	611.20	113.26	.....
12. M. H. Row, Reddick	424	431.81	232.16	38.59	167.12	179.60	.....	12.48
13. D. H. Burry, Orange Lake	2,294	2,695.91	1,114.77	268.57	1,312.41	917.60	394.81	.....
14. J. A. Reeves, Evinston	1,769	1,637.82	937.99	174.73	546.16	707.60	.....	161.44
15. W. L. Miller, Boardman	202	240.30	100.23	123.14	117.21	80.80	36.41	.....
16. M. Gist, McIntosh	3,089	4,176.73	1,945.48	400.00	1,828.25	1,235.60	592.65	.....
17. D. H. Petteys, McIntosh	863	1,013.18	433.10	132.30	450.32	347.20	103.12	.....
18. A. B. Dupries, Boardman	808	928.55	436.42	110.80	381.33	323.20	58.13	.....
19. G. S. Fife, Reddick	510	536.77	238.00	53.67	245.59	204.00	41.59	.....
20. W. G. Norsworthy, McIntosh	10,297	15,568.60	5,161.04	1,556.86	8,939.04	4,118.80	4,820.24	.....
21. J. A. Robertson, Orange Lake	264	297.55	166.00	30.00	101.55	107.60	.....	6.05
22. J. W. Rouse, Orange Lake	2,310	2,146.08	1,176.49	200.00	769.59	924.00	.....	155.59
23. W. B. Hammond, Orange Lake	1,553	1,951.00	1,100.00	180.00	671.12	621.20	49.92	.....
24. C. H. Price, Orange Lake	970	1,031.25	485.40	94.35	452.50	398.00	54.50	.....
25. Z. S. Morgan, Orange Lake	1,455	1,306.64	757.28	153.00	396.39	582.00	.....	185.61
26. A. J. Wyche, Orange Lake	721	799.48	343.87	75.00	381.61	288.40	93.21	.....
27. W. J. Chambers, Orange Lake	929	746.26	480.64	70.00	195.63	371.60	.....	175.97
From 29 to 34, inclusive	5,510	5,485.00	3,045.97	339.22	1,876.40	2,204.00	.....	327.60
35. W. E. Gamble, McIntosh	744	747.25	348.40	72.91	317.25	297.60	19.65	.....
36. J. A. Crosby, Micanopy	597	451.45	241.67	46.06	163.70	238.80	.....	75.10
37. P. M. Schlatre	250	204.13	118.20	24.36	61.87	100.00	.....	38.13
38. C. S. Cork, Orange Lake	1,512	1,629.88	806.77	151.81	681.39	604.80	76.59	.....
39. Collins Bros	578	734.98	288.95	73.49	372.54	231.20	141.34	.....
40. No. 21, Evinston	4,376	5,281.49	2,620.12	506.00	2,154.49	1,750.40	404.09	.....
41. M. H. K., No. 22	1,056	1,231.54	528.40	123.15	479.49	422.40	57.09	.....
42. W. H. Reeves, Evinston	700	875.00	420.00	87.50	262.50	280.00	.....	18.50
43. W. D. Evans, Evinston	3,235	2,343.50	1,512.50	236.00	595.00	1,294.00	.....	699.00
44. H. M. Estridge, Evinston	710	748.78	335.42	108.99	404.38	281.00	123.38	.....
45. Neal & Knight, McIntosh	2,167	1,829.38	1,067.69	234.56	527.13	866.80	.....	339.69
46. W. A. Green	2,732	2,934.36	1,230.81	307.76	1,406.88	1,092.80	414.08	.....
47. J. C. Holly, Orange Lake	10,700	10,264.00	5,592.00	1,000.00	3,672.00	4,280.00	.....	608.00
Total	88,353	92,271.74	45,110.93	8,971.58	38,096.60	34,743.40 *1,856.60	8,496.57 1,856.60	‡4,242.85
						36,600.00	†6,639.97	

* This is for barrels.
† Freight charges to come off; profit on potatoes.
‡ There is some error in calculations in the cost of growing, etc.

The above 47 growers are truckmen of years of experience, as practical as there are in that line of business, and the land the vegetables were grown on was mostly new hammock, the very best and most productive lands in the State, therefore the report as above given is above the average. These 47 growers shipped 88,000 crates, nearly 2,000 apiece on the average. These vegetables sold for $92,000, and this $92,000 was divided as follows: The railroad for hauling received $45,000, the commission men for selling about $9,000; the balance, or $38,000, was for the growers. The above growers estimated it cost for land, rent, fertilizer, seed, labor in making crop, the crates, cost of gathering and delivering to depot, 40 cents per bushel crate and $1 for barrel crates (it can not be done for that price), or it cost $36,600 to deliver to depot, so the growers have $1,440 for their profit, or $20.64 for each one for 2,000 crates, or 1½ cents a crate.

There were at least 1,000 acres planted by these men, and the railroad companies received $45 per acre for their services, the commission men $9 per acre for theirs, and the growers got $38 per acre for their work. After deducting the cost of making these vegetables out of this $38 they have but $1.44 per acre for their trouble. These 88,000 crates weighed about 500,000 pounds, or about 200 cars, so the railroad companies received $225 per car for their services for a haul of about 1,000 miles, an average of about $0.018700 per ton per mile. In 1888 from Gainesville, by the cheapest route to New York, it cost 30 cents per bushel box. In 1895, from the same place to same place, it cost 37½ cents per box over the same route. The dearest route in 1888 cost 33⅓ cents; in 1895, 51 cents. A barrel crate in 1888, 66 cents; in 1895, $1.02. A box of oranges, 80 pounds, from Gainesville, by cheapest way, cost 35 cents; a crate of vegetables, 50 pounds, from same place to same place, same route, 37½ cents; a box or a carload of oranges cost $60 per car less than a carload of vegetables. A carload of 24,000 pounds of vegetables cost, all rail from Gainesville, $244.80. A carload of melons, same route, from same place to same place, like weight, costs $103.20. Cheapest way, Savannah steamboats, on vegetables, $180 per car of 24,000 pounds to New York; on melons, same weight, same route, to same from same place and like weight, $77.60.

It cost me $7.50 freight to get 10 barrels of potatoes from New York to Reddick, and it cost me to ship 7 barrels of potatoes from Reddick to New York $10.50.

The Florida Southern Railroad Company, as well as the new road from Gainesville to Micanopy and farther south, have been giving rebates to a number of vegetable growers, and I can furnish you with the names of the persons who received these rebates. These roads, when a grower makes a big success on a certain vegetable, advertise in all papers, so immigrants can be brought into the State, but do not give the report of the average profits of the crops raised. The great number of miles of road in this State—the whole Southern Gulf Coast now being planted in vegetables—causing a carload of vegetables to be raised where there was but one crate, and this competition in connection with the low prices received for this overproduction of vegetables and the increased charges in our freight rates, will eventually cause ruin and poverty to nearly all who engage in this business.

Our people have lost their orange groves, and there is no other course to pursue but plant these groves in something for a money crop till the trees begin to bear again. And now I beg of you to urge the Interstate Commerce Commission to meet us poor farmers at Gainesville, the very heart of this vegetable belt, and hear all the evidence we can give. I further say I will do all in my power to get the facts and witnesses from reliable and truthful parties, and further say that anything that you or the Commission would like to have done you can simply command me to do so and you will get prompt and the very best services I can render, free of cost to yourself or the Government.

Yours, truly, L. S. LIGHT.

No. 4.

W. D. EVINS, ALACHUA AND MARION COUNTIES.

EVINSTON, FLA., *January 8, 1896.*

Mr. J. D. PIRRONG, *Ocala, Fla.*

DEAR SIR: Your telegram gave such short notice that I find it impossible to see you in person. Perhaps a personal interview would be more satisfactory. As that can not be had, I will very hastily give you rates and statistics which have obtained at our place, and approximately for all the surrounding country—one of the principal vegetable regions of the State—as follows:

Cabbage per carload, 240 boxes, $1.05 per box to New York, A. C. D.; by A. C. L., $1; by steamer, 80 cents. To Philadelphia, A. C. L., $1; A. C. D., $1.02. Baltimore, A. C. L., 98 cents; A. C. D., $1. Boston, by A. C. L., $1.10; A. C. D., $1.26.

Glance over the rates, all rail, and you will see that we pay more than $1 per crate to these Eastern markets.

Of smaller vegetables, viz, tomatoes, beans, beets, cucumbers, etc., just twice the number of boxes constitute a carload and the rate is just half that on cabbage, potatoes, and other vegetables shipped in barrels or barrel crates, so that we pay not less than $250 per carload to get our vegetables to the Eastern markets. As to the Western markets, there are so many points of shipment, I will state that they are proportionately high, and our outgoing freight per carload is twice as much as the incoming freight. All our cars are loaded by the growers and ready to be hitched to and pulled out, so that the companies are at no expense or trouble loading cars. Our rates on exportations East are twice as much as rates on importations shipped in carload lots and in the same class of cars. It is true that seeds come in barrels and sacks to us at little higher rates, but not by carload, and they are much more valuable.

I am obliged to close, adding that we have been undergoing gradual confiscation at the hands of transportation companies for ten or more years. We have offered to prepay all freight upon reasonable rates.

Respectfully,

N. B.—Advise with me if you desire. WM. D. ENNIS.

ENNISTON, FLA., *January 11, 1896.*

Mr. J. D. PIRRONG, *Jacksonville, Fla.*

DEAR SIR: Replying to your favor from Ocala, I beg to submit the following in regard to freight on our vegetables, viz., rates on barrel crates:

To—	By steamer.	A. C. L.	A. C. D.
New York	$0.80	$1.00	$1.06
Philadelphia	.80	1.00	1.02
Boston	.90	1.10	1.26
Baltimore	.80	1.00	1.02
Washington	.....	.98	1.00
Richmond	.....	.94	.....

A carload of cabbage, for instance, is 240 crates, and costs the grower when shipped all rail, from $240 to $264 per car. Smaller vegetables, such as beans, cucumbers, tomatoes, etc., cost just half as much as the barrel crate to all the above points, and 400 crates are rated a carload; often, however, 600 of these smaller crates are loaded in one car, amounting in freight to New York, all rail, to from $300 to $318 per car. Of course in proportion to other markets. For some years we have not thought it safe to ship all by steamer as our vegetables have frequently perished on the wharf at Savannah. We have found this transportation insufficient in capacity, as well as unreliable, many of our vegetables arriving in bad condition. The present rate of freights has been in force and existence for five or six years, but when the vegetable industry was in its infancy, say, from 1880 to 1882, we shipped bushel crates of vegetables at 27 to 28 cents per crate, and cabbage at 65 to 66 cents per barrel crate. Since this date the vegetable business has increased enormously; three-fold, five-fold, ten-fold. Our products are loaded in the ordinary box car with some ventilation, and come to us bringing grain, flour, etc. Our facilities have been ample for several years, with no marked improvement except that some better time has been promised and frequently made.

The growers incur all expense of loading cars by carload, and there is nothing to do but hitch on and pull out.

We have remonstrated, or have petitioned, and sent frequent deputations asking for a reduction of freights but without the least success. For ten or twelve years we have been growing poorer and poorer, suffering gradual confiscation at the hands of transportation companies, until last season the disaster culminated in the exodus and expatriation of thousands of Florida's citizens.

The rapid enlargment of the vegetable area in Florida and other States, together with the monetary pressure, have combined to depress the vegetable market and we look forward with the greatest apprehensions to the outcome of this, perhaps our last venture in this field.

That some proper conception may be had of our contributions to railroads, I state that the usual freight paid on any one horse or mule employed in this industry ranges from $1,000 to $2,000 annually. We can furnish instances exceeding these figures. We would gladly accept for our share of profits of our crops the freight on the same.

If I may take the liberty to illustrate further on this line, I instance the last orange crop, estimated at 5,000,000 boxes, or the crop of the year before. Reckoning the freight at 60 cents per box, a moderate estimate, we have the amount of $3,000,000, a sum sufficient to move to New York two crops of cotton of the entire State of Georgia, or a sum equal to the interest on $75,000,000 at 4 per cent. There is scarcely the shadow of a doubt that the Florida railroads received half of this freight or a sum equal to the interest of $37,500,000 at 4 per cent. This enormous tribute levied upon a population of 50,000 or 100,000 engaged in this single industry! Add to this the revenues derived from hundreds of thousands of vegetables, phosphate rock, lumber, incoming freight, and passenger charges, etc., and we find that the railroads are enjoying a bonanza as rich as the mines of Golconda. We are discriminated against in our outgoing and incoming freights.

Exportations cost twice as much as importations as a rule, both from the East and from the West, and seemingly without reason, justification, or excuse. It is true that we pay for seeds in small lots a larger proportion, but even for these, which come to us in inconsiderable quantities from seed houses and even by the carload, the charges are from 25 to 30 per cent less.

We demand something like reciprocity. Fifty cents per barrel on cabbage, potatoes, and all other shipments in barrels is ample pay for carrying to New York, and other markets proportionately; twenty-five cents per crate for all smaller vegetables to same point and elsewhere as above by carload lots; all smaller shipments at 33⅓ per cent reduction on present rates. Let such rates be established and become certain and fixed, and again hope would spring up that we might derive a living from our fields and gardens.

You are furnished with the statistics of this section for last year, hence I need not enlarge in that direction. But if time permitted I might give some most astonishing figures showing how we are discriminated against. For instance, how that some commodities can be shipped from hundreds of miles outside of the State to points in Florida for the same or less than between points wholly within the State and not exceeding 100 miles, perhaps; and how that carload lots have been shipped to Jacksonville over 1,200 miles all rail at one-fourth the cost as between Jacksonville and Tampa; and how that California oranges can be shipped more than 3,000 miles across the continent all rail to our Eastern cities as cheaply or cheaper than we can ship them. Last season the railroads, after our unparalleled disaster, volunteered to haul melons at a reasonable price; from our place to New York at $108, all rail, and to other places pro rata. In consequence there was a large area planted and many cars shipped. And there was something in this strikingly contradictory, in that in precisely the same character of car standing on side track were a carload of melons and a carload of tomatoes, the freight on one being twice as much as on the other.

I repeat that 50 cents per crate is sufficient compensation to New York per carload on barrel crates, and 25 cents on bushel crates, and to all other points accordingly.

The munificence of the State, the help and encouragement of private parties toward railroad enterprises, the cheapness of construction, and cheapness of operation all combine to afford to the people of Florida reasonable transportation. A constituent part of a great community of States, we are engaged in pursuits clearly shown and manifested by climate and soil, which evolve the most delicious fruits and earliest vegetables for less favored climes, do put forth a claim to the sympathy of our fellow-citizens everywhere and appeal to the General Government for protection and relief.

I am, sir, very respectfully,

WM. D. EVINS.

No. 5.

MCINTOSH, FLA., *January 9, 1896.*

J. D. PIRRONG.

DEAR SIR: Answering your request of yesterday in regard to freight charges in past years, will say that since the year 1886 freight rates on bushel crates, via O. S. S., to Eastern markets has varied from 28 to 45 cents. It is now and has been for the past five or six years 45 cents. To give exact dates of these changes is impossible on short notice. I can, however, obtain them for you by writing to my commission man.

In 1886 the rate from here to New York was 28 cents, O. S. S., on bushel boxes. We were then promised by the railroad companies cheaper rates when the vegetable business increased, or got to be enough to handle in car lots.

There was raised in 1886 at this place not to exceed 60 acres of vegetables, all told. The business has increased yearly, until now there are hundreds of acres planted every year, and still the freight is kept up. Between the years 1886 and 1896, the rate has been gradually raised from 28 to 45 cents, but for the past six years has been steadily at 40 cents. The raise was gradual—first from 28 to 32½ cents, then 35, 37½,

40, etc.—but just in what years these changes were made I am unable to state from memory, but can get them, as I stated, if you desire. The service via O. S. S. is not any better, that we are able to see, than ten years ago; at least there is just as much delay and complaint of vegetables getting in market in bad order. The all-rail freight goes some quicker than it did in former years, but is by no means what it should be for the prices charged us on vegetables, compared with freight rates and accommodations given in other States on like perishable goods.

In 1894 I marked and billed a carload of tomatoes from this point to New York, to go by rail and water. Instead of going the route it was marked, it was sent all rail, and 10 cents extra charged. Besides, it was on the route ten days, and got into market in bad order, etc. I put in a claim for extra charges only, which they refused to pay. Almost every grower here has like claims every year, which the railroad companies never pay.

The past season was a very disastrous one to the growers, raising a very large crop, but, with but few exceptions, paying nothing more than freight and commission. We appealed to the railroads to give us some relief by reducing freights, but none was given, and they made as much as though we were getting $10 a crate for our vegetables. They gave us a fair rate last season on watermelons—far better than the Georgia growers received. We asked for the same rate on other produce. We could not see why, if they could haul melons at $120 per car, they should charge us as much as $280 per car; or, in other words, 40 cents a crate for every crate we put in a car—no reduction whatever for car lots. This all refers to Eastern markets; Western rates are some better. If relief is not given in some way to the vegetable growers they will be compelled to quit the business, for ninety-nine of every hundred are in debt for all or more than they are worth. When we had cheap rates we got fancy prices for our vegetables. For the past few years we have gotten next to nothing.

Yours, respectfully,

P. BURGIN.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 138.

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 28, 1896.—Referred to the Committee on the District of Columbia, to accompany S. 1408, and ordered to be printed.

Mr. KYLE presented the following

ARGUMENT IN FAVOR OF THE BILLS (S. 1408, H. R. 2759) TO INCORPORATE THE NATIONAL CAPITAL GAS LIGHT, HEAT, AND POWER COMPANY OF THE DISTRICT OF COLUMBIA.

The Commissioners of the District report adversely upon this measure, giving as their ground of objection that it will cause tearing up of the streets to cut trenches to lay the pipes, and that Congress has control over the price and quality of gas supplied by the present gas company.

These objections are simply a subterfuge.

In answer we need only say that it is manifest that the underlying reason for that adverse report is other than those expressed.

It is a report in advocacy of the continuance of the local gas monopoly and in opposition to the people's cry for relief.

There are no just grounds of objection in the reasons stated for their adverse report, as we will prove from the acts of the Commissioners themselves in many other cases disconnected from the interests of that gas monopoly.

They say it "is unwise to authorize the tearing up of the street pavements for the purpose of laying a second set of mains."

This is a mere pretense. It is unfair, and not in accordance with their recommendations favorable to other corporations than new gas companies.

They do not oppose, but, on the contrary, they favor, the tearing up of the street pavements over a large section of the city for the Belt Line connections with the Eckington and Soldiers' Home Railway, where there was no great public need or demand for the extensions, and with the Metropolitan Railway, and the loop down Louisiana avenue from Fifth street.

They urged the tearing up of the streets to change the motive power of the Columbia Railway.

They urge the tearing up of streets for the L street Crosstown Railway to connect with Belt Line; also for the Rock Creek Railway extension into the city; also the tearing up of the streets on the whole route of the Metropolitan Railway to change its power. And incidental to this they cut trenches outside of the tracks to lay two lines of water pipes.

They report favorably upon the tearing up of the streets by the Mount Vernon Railway.

They leave their desks in a body and come to the committee room to advocate and urge upon you the uptearing of the streets for the proposed sewer extensions.

They recognize the right of the local gas company to tear up the streets whenever and wherever they wish to lay new mains and repair old and leaky mains.

And during the last ten months they granted permits for the Washington Gas-Light Company to tear up many miles of our best-paved streets on both sides to lay pipes for gas.

They have favored the uptearing of the streets for the electric-light company and for the Chesapeake and Ohio Telephone Company, and they recommend the uptearing of the streets to put telegraph wires under ground.

All these instances make it manifest that the uptearing of streets necessarily involved in the erection of the new company's plant cuts but a trifling figure, really, so far as the true reason underlying their adverse report is concerned. In fact, Congress approves of such work when it is required for the public good.

The improvements involved in the above works called for extensive and widespread uptearing of the streets, yet, to the Commissioners, that uptearing is not unobjectionable in those cases (where the local gas company is not hurt).

Far less objectionable will be the work of installing the mains of the new company, for under section 8 of the bill they provide that their work shall be done under such regulations as may be prescribed by the Commissioners; and section 9 provides for a $200,000 bond for a faithful repair of streets that may be opened for their conduits and mains, which is four times as large as the bond required in the great city of Chicago, and through the contemplated use of alleys wherever available the disturbing of streets will be wholly avoided in many cases. The trenches for pipe laying are never left open more than two days, and the streets are resurfaced very promptly.

With these safeguards the objection mentioned is utterly groundless and unworthy of serious consideration by reasonable men, since self-interest would compel the company to carry the installing of their plant with scrupulous regard to the public use of the streets, so as to avoid any and every cause of complaint as to their work, for which they might be liable on their bond, the work being but simple engineering, easily constructed, and involving no unreasonable delay in doing it.

I respectfully submit that an impartial performance of duty by the Commissioners in the public interest should secure in their reports favorable comment upon all measures that are manifestly in the public interest, and should they find a bill weak in any respect, or wanting in any restrictions or limitations, or requiring verbal changes, in their judgment, such matters should receive criticism at their hands with suggestion of amendments to correct the defects they may point out, that the interests of the public might be secured.

Nothing of this kind was done in the present case. They certainly had some knowledge of their own that would enlighten the consideration of this important question, yet the committees of Congress get but the meager suggestions I have criticised, which are intended to defeat the measure we advocate.

WHAT THEY FAILED TO STATE.

On the other hand, what is it that is ignored by these Commissioners in their adverse report? These Commissioners would have you ignore the fact that in the suburban street extensions there is an immense and open field in which the new company could bring the benefits of cheap

and purer gas to a vast community. They ignore the fact that at the prices offered by this new company the streets, avenues, and alleys of the city could at the present outlay be brilliantly illuminated every night in the year, instead of leaving the community in total darkness generally, as now. They know well from personal knowledge, and from testimony before the committee in its recent investigations, that because of the rusting out and leakage of the Washington Gas-Light Company's mains in their trenches under our streets and sidewalks that company is compelled every year to dig up the streets all over the city, while the new conduits of the new company once constructed need never be disturbed.

They know from observation, as every intelligent man in the city knows, that wherever their mains are exposed for such repairs the earth on their line is found impregnated with the poisonous leakings from the mains, to the prejudice of the health of the public.

The gas produced by the processes this new company proposes to use produces no gumming substance to clog the tips or seal up the pipes or fixtures.

They ignore wholly the great good to the people that will come from cheaper and purer gas—considerations far superior to the benefit of rapid transit, to secure which they approve of uptearing whole streets from curb to curb.

It was an absurd thing for the Commissioners to make the tearing up of streets where it was necessary to lay the mains and pipes of the new company the basis of their objections to the passage of the bill, since their own acts and approval of the same work extensively all over the city by the local gas company and other companies are acts showing that their alleged objections are groundless and merely the cover for the true, unexpressed but understood object, which is to defeat this bill and prevent competition by the new company with the Washington Gas-Light Company.

Can it be possible that they did not remember that there was a complete answer to their alleged objections in the fact that the ordinary wear and tear of traffic upon the streets and avenues compels every few years on their part a replacing of the entire surfaces of streets?

Would not such resurfacing completely cover even the memory of the little trench making that may be requisite for the installment of the new company's mains?

How can reasonable men be asked to entertain such weak and frivolous objections?

The very bill itself requires the installment of plant to be under the control of the Commissioners, which should be a sufficient guaranty of good work.

That such intelligent men as our Commissioners are should make objections so utterly unreasonable, makes thinking persons form natural inferences as to the mysterious influences which control their actions, so evidently hostile to the best interests of a suffering community.

The patching up of asphalt pavements now going on all over the city, and presumably to the satisfaction of our Commissioners, is of itself a complete refutation of the objection they make to the passage of this bill.

The above considerations effectually dispose of the first objection given to the bill by the District Commissioners as being in exact opposition to their recommendations in favor of other enterprises.

The Commissioners try to strengthen that weak objection by adding that it is made "in view of the Congressional control of existing com-

panies with reference to illuminating power, quality, and price of gas, and also in view of the bill now pending which contemplates the municipal lighting of public places and buildings by power from the Great Falls."

How absurdly ridiculous is that suggestion. If the honorable Commissioners had given any fair and careful consideration to the beneficial provisions of the bill H. R. 2759, in the interest of the consumers, who are the general public, they would have remembered that by resolution of the House, set out in Report No. 629, second session Fifty-third Congress, and the investigation that followed, it was recognized that grave injury to the public, growing out of the impure gas supplied in the District of Columbia affecting eyesight and health of consumers in this District and destruction of hangings and furniture in private homes existed, and was so notorious as to command investigation and relief, and that the president of the Washington Gas-Light Company has sworn that it was not possible to make gas at a fair profit for $1 per 1,000 cubic feet (p. 9, Report 1460, first session Forty-ninth Congress), and that this wealthy corporation bitterly opposes every effort to reduce the price of gas or to improve its quality. (See House Report 2003, second session Forty-seventh Congress.)

IMPURITIES OF THE GAS SUPPLIED BY THE WASHINGTON GAS-LIGHT COMPANY.

The bad quality of the gas supplied has for many years been the cause of complaints to Congress.

The House resolution of October 14, 1893, under which the Heard investigation was held, declared that "Whereas the eyesight of clerks employed in Government buildings is impaired by this inferior gas supplied by the said company." Be it resolved, etc.

The fact being one not to be contradicted, it might have been added that the eyesight of the thousands of children attending our public schools is also being impaired, and it is a notable fact that the use of eyeglasses among those little ones is alarmingly on the increase.

No cause can be suggested for this deplorable condition of things other than the very bad gaslight under which they are made to apply themselves to their schoolbooks to prepare for recitations.

This consideration alone should suffice as solid reason for a change in the kind of gas to be supplied.

The impurities existing in the gas is admitted to be a fact.

The impurities arising from the burning of this gas which are classified as injurious to health are carbonic oxide, carbonic acid, sulphureted hydrogen, and ammonia.

These affect the purity of the air we breathe and cause damage to pictures and hangings. The imperfect light is injurious to the eyesight of those who are compelled to read by it.

In the recent investigation under the resolution referred to, the witnesses for the gas company sought to explain away the cause of these impurities and of this defective gaslight, so that the drastic measures that should be applied by Congress to force a correction thereof might not be recommended.

It was sought to attribute the sole cause of insufficiency of light to the defective pipes, or choke service of the pipes used (Ford's evidence, p. 29; Superintendent Leetch's, p. 15; report 629)—evidence which apparently satisfied the chairman of the committee.

Since, he says in his report, page 3:

From all the facts adduced, your committee believes that with a sufficient flow of gas of the quality at present being furnished there probably would be very general satisfaction among consumers, if the price charged was thought to be a reasonable one.

And further on, as to the service being (last fall) "Worse than usual and generally unsatisfactory," he says:

The probable cause assigned by the company and substantially concurred in by the inspector, Dr. Ford, is the crystallization of the naphthalin in the service pipes, the cause of which seems not to be definitely understood, and is not peculiarly attributable to the method of making or distributing gas furnished by this company.

That makes a neat summing up for the company, does it not?

But the Grady bill (H. R. 7560) had not then been before that committee.

But we declare that these statements of the report are not tenable, since the present quality of gas furnished by that company is altogether objectionable, both as to its small illuminating power and its gross and dangerous impurities. (See Congressman Grady's letter to Chairman Heard, Committee on the District of Columbia.)

Moreover, we declare that the cause of the trouble he refers to is definitely understood by experts, and had they been interrogated properly the evidence of the witnesses would have shown, what is incontrovertible, that the so-called crystallization of naphthalin in the pipes is simply occasioned by the process used by the Washington Gas-Light Company; which, by the overloading of their gas with the gumming oil thrown down by the condensation while in the service pipes, lodging therein and destroying the natural flow of gas, arresting and depositing naphthalin contained in their coal gas, mixed with their impure water gas in the ratio of 1 to 2, and which by stratification, according to the gravities of the gas, not only causes bad light but the blowing at the burner which we often observe, and also the deposit of naphthalin in the service pipe.

Why is it necessary to overload their gas with this amount of carbon? The answer is, because it is necessary for them to cover up the other impure gases (nonilluminators, but heat-producing elements).

This condition of things, originated in and caused by those processes which are used by the Washington Gas-Light Company, they now seek to perpetuate and fasten on this suffering community by an act of Congress.

HEAT AND POWER.

The Commissioners in their report ignore altogether the advantage to flow to the general public from the heat and power which it will be a large part of this company's business to supply

This heat supply will minimize the expenditures for fuel in every home. The power supplied will also prove a welcome opportunity for economical operations of factories, the encouragement of which in every city is a source of municipal wealth, attracting, as it must, large numbers of thrifty and industrious citizens to our cities.

It goes without saying that the enterprise that we propose to install under this bill must find favor with every Member of the Senate and House of Representatives who favors the reduction of the cost of living for all citizens and voters, especially those of most moderate means, who are the great majority everywhere, and who are demanding through-

out the length and breadth of our land relief from the burdensome levies of grinding, wealthy corporations.

Congress has already put itself on record against local monopoly of gas elsewhere.

It has passed a bill authorizing the laying of gas mains from Minneapolis under the waters of the Mississippi River to St. Paul, which will produce competition.

In New York the East River has been tunneled to cheapen the cost of gas to consumers in Long Island City.

Does the Washington Gas-Light Company merit such protection from the Commissioners of the District of Columbia?

Is it not a notorious fact, demonstrated by the evidence taken by the committee of Congress in 1886 and 1893, and from the reports of the committees based thereon, that with an actual individual outlay of cash for its stock of less than $500,000 the stockholders received from the earnings of the company $2,000,000 of stock (see McIlhenney's testimony, pp. 44 to 48, first session Forty-ninth Congress), the par value of each share of which is $20 and it has a market value of $50 per share, and its regular dividends amount to from 10 to 20 per cent per annum; the company, in addition to the payments of which large dividends, pays frequently extra dividends and a very heavy salary roll to its officers, and is daily accumulating and adding to an enormous surplus fund, which it proposes to convert into stock for distribution among its stockholders whenever Congress shall authorize an increase of its capital stock. (See Exhibit 3, p. 60, Report 629, second session Fifty-third Congress.)

Their opposition to the coming of a competing company is natural, but selfish and most unreasonable, so far as it is addressed to your judgment. They have had enough from the community to satisfy their greed.

The saving to the Government and to the District that would flow from the passage of the bills (S. 1408; H. R. 2759) would be, it is thought, from $100,000 to $125,000 per annum at least, and to private consumers at least $500,000 will be saved.

It is most strange that the Commissioners of the District should have ignored that fact, and their silence in regard thereto tells its own story to the bill-paying citizens, whom the Commissioners are willing to see go on paying into the coffers of their favored company twice as much for a bad article as is asked of them for a better article by the new company.

The complaints as to the bad quality of gas supplied did not cease with the action of the Senate committee at the last Congress. The daily papers are filled with expressions of indignation of citizens because of what they are compelled to endure in the matter of exorbitant bills and impure gas and gumming up of pipes and fixtures.

The report of the Senate committee, page 12, No. 1460, first session Forty-ninth Congress, said:

> The people are certainly entitled to have put in operation in this city for their benefit the best and most approved appliances and methods for making gas cheap and pure, whatever revolution that may require in the methods now here in use. Economy and the public health alike demand it.

Is it the wish of the Senate committee to give that measure of relief to the people of the District of Columbia?

It is manifest that the friends of the local gas company do not intend that it shall be given if anything they can do will defeat it.

THE SO-CALLED DOLLAR-GAS BILL WILL NOT DO IT.

The so-called dollar-gas bill, just introduced by Senator Pettigrew (S. No. ——), is identical with the bill (H. R. 4279, Fifty-third Congress), which was defeated by the Senate committee at the last Congress after having passed the House.

It was referred to that committee on April 12, 1894, and was reported adversely by Senator Hunton, March 2, 1895. (The Hunton report, No. 1038, second session Fifty-third Congress.)

The subcommittee having that bill in charge—Senators Hunton, McMillan, and Faulkner—on the late day of the session made their adverse report, consisting of a series of tabulated statements, the very reading of which would have befogged the Senate as to the condition of things complained of by our people.

It starts out with the frank admission that "your committee was confronted with a strong public sentiment in the District in favor of affirmative action on the part of Congress ! ! !"

It contains on page 9 an attempt to excuse the local company and "whitewash" the record as to the bad quality of gas supplied, and concludes with an expression of opinion that the gas company could voluntarily soon reduce the price of gas, and therefore they reported adversely on the bill. Admittedly, therefore, that action of the Senate committee was hostile to the interests of the people of the District.

That report was worth thousands of dollars to the gas company.

What do we now see?

Just as soon as the bill (H. R. 2759) was introduced to incorporate the new company, which pledges itself to supply a better illuminating gas than is now received by consumers, and at the price of only 75 cents per 1,000 cubic feet, we see unwonted activity among the friends of the local gas monopoly, evidently designed to prevent in the interest of that monopoly the passage of the bill.

The dollar-gas bills are hurried in and interviews are published to give out the impression that the people are to reap at last their long sought for relief through the dollar-gas measures.

But have the people any reasonable grounds for such a hope? It will be easy to show the contrary to be the fact when one reads the Hunton report (S. 1038, second session Fifty-third Congress) upon the dollar-gas bill, which had already passed the House, and remembers the names of those Senators who in committee agreed thereto; it is fair and reasonable to assume that their regard for the best interests of the people of this District is no stronger to-day than it was when they agreed to that report which defeated the dollar-gas bill.

It is fair and reasonable to assume and believe that their action upon similar measures will be controlled by the same motives that governed them at the last Congress, when as between "the public interest" and the so-called "rights of invested capital" (see p. 1 of that report) they made the former subservient to the latter, which they advocated throughout every line of that report.

There is no intention on the part of the local company to give us better gas. Let me give the proof as to this.

During the Congressional investigations had in regard to the question of the inferior and unhealthy quality of the gas supplied by the Washington Gas-Light Company, the officers of that company made frequent statements which are set out in the reports of the committees for their guidance, and those statements brought about this so-called dollar-gas bill.

Bear in mind that under the act approved April 24, 1874, the provisions of the dollar-gas bill as to impurities were already the law of this District, the candlepower only being increased in this latter bill.

In House Report 629, second session Fifty-third Congress, at page 14, Superintendent Leetch of the gas company testified:

> I doubt whether it is possible to make a purer or better gas than the Washington Gas-Light Company is making to-day.

On page 91, same report, Mr. McIlhenny, of that company, tells about the oxidization and choking of the pipes from the ammonia and sulphur in the gas supplied by it.

On page 21, Superintendent Leetch wrote to the committee as follows:

> I am aware that some unthinking men, lacking the necessary information, are constantly importuning Congress to reduce the price of gas to $1 per 1,000 cubic feet. From whatever source this suggestion emanates, it is utterly impracticable, and carries with it an absolute absurdity in that it takes for granted that the Washington Gas-Light Company, at the price now charged for gas ($1.50 per 1,000 cubic feet) is making 20 per cent profit above all its expenditures for repairs and extensions of its plant, with a reasonable interest to its stockholders. It is folly to discuss this absurd proposition.

Mr. Leetch, on February 12, 1896, before the House committee declared, in a written statement read by him, that his company could not make and distribute gas at less than $1.15 per 1,000 cubic feet, and asked that the price be not made less than $1.25 per 1,000 with rebate of 10 cents for prompt payment.

In Senate Report 1460, part 2, first session Forty-ninth Congress, page 139, Mr. McIlhenny says:

> I do not believe that gas can be sold at $1.25 per 1,000 cubic feet, 16 candlepower, at a profit on the capital invested.

On page 57 of that report that official of the gas company says that the Washington Gas-Light Company made gas "one-third water gas and two-thirds coal gas."

Superintendent Leetch, at page 92 of House Report 629, second session Fifty-third Congress, said that their gas is proportioned "one-third coal and two-thirds water gas," which Mr. Heard corroborates on page 2 of his report—two contrary statements showing that they are experimenting and still unable to make the best gas.
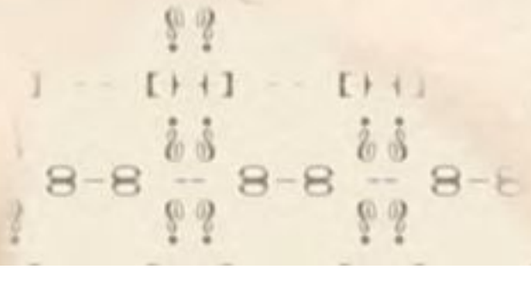
On page 21 of Senate Report 1460, Forty-ninth Congress, President McIlhenny is reported as saying:

> There will never be any compromise between the companies and the people; that the companies were not bound to exhibit their business, and that it made no difference at what price gas was sold.

Mr. Crutchett, on page 65, states that in the interest of the Washington Gas-Light Company a bill was introduced to prevent any other gaslight company coming in, unless its processes were exactly those of their company, and gives the inspector of gas as his authority for this statement.

Are not these statements conclusive as to the intention of the gas company? Does not the introduction of the so-called dollar-gas bill at this juncture show an exact parallel with the action of the local gas company in former years? Does not the dollar-gas bill, with its backing as outlined in the daily papers in the interviews mentioned, show clearly that its main object is to prevent the chartering of the new company, which pledges to give a purer gas at 75 cents, which is the very thing the people want?

If the intentions of the parties who advocate the dollar-gas bill are



honest wherein they say that they want the best and cheapest gas for the people of this District they must advocate the bill for 75-cent gas.

Congressional control over price and quality will not bring the desired relief to which the people are entitled.

The Commissioners of the District, in the interest of the local monopoly, submit as a second reason for their adverse report an assertion that, since Congress can control this local company as regards the price and quality of its gas to consumers, no favorable action upon Senate bill 1408 should be taken.

The record of attempted action in the direction mentioned is before you. How it has failed to secure the needed relief is evident to all, as well as why it has failed.

A complete and satisfactory answer to that reason for their action must occur to every intelligent legislator.

Suppose, for the sake of argument, that the company permits its friends in Congress to consent to the passage of a bill reducing the price of gas to $1 per 1,000 cubic feet if paid promptly, and $1.25 if the cash is not promptly paid. What is the advantage to the people? Abundant proof was presented to the committees showing that a simple reduction of 25 cents did not diminish the sizes of the bills rendered by the Washington Gas-Light Company.

They have protested against even that reduction and there are Senators who have agreed with them, and up to date they have prevented any such reduction.

It is well known to every Senator that in that field of scientific investigation and experiment rapid strides have been and are still being made in the processes of manufacturing gas which materially diminish the cost thereof, and at the same time increasing its purity. The bona fide offers of the incorporators of the bill S. 1408, give guaranty to you upon that point since they control processes which enable them to sell gas for purposes of illumination, heat, and power at less than half of the rates now charged by the Washington Gas-Light Company?

The people are entitled to the very best that can be secured and at the very lowest rate. It would be manifestly unjust and unfair to deprive the people of the advantages to come to them from the radical improvements in processes resulting from scientific research and progress.

It would be unjust to drive the people again and again to successive appeals to Congress for relief, and to prevent corporate greed and monopoly from reaping all the profit to come from utilizing the improvements which reduce the cost of manufacture to these gas companies.

Every appeal would be met by the long delays which are caused by the potent influences of the selfish monopoly, and the public scandal of such opposition to the interests of the people would be repeated.

On the other hand, open the door to competition, such as would follow the passage of the bill (S. 1408), and you would see the rivalry for business (which would always be limited to an absolutely safe limit of profit for the companies) bring to the people all the benefit that scientific discovery can create in the direction of cheaper and better gas.

All this would come as a matter of simple business management without further calls upon Congress, such as would be frequently repeated if the people were compelled now to be content to await the voluntary action of a greedy corporation which, as a "monopoly," has been shown by Congressional investigation to be unreliable, selfish, and unscrupulous in its opposition to every effort of the people to better their condition in this matter of cheaper and purer gas.

There is rumor of an attempt to defeat this bill by a so-called concession to the people, under which the Washington Gas-Light Company will consent to a trifling reduction in the price charged by it for gas, provided Congress will legislate to prevent further reduction for a long period of years. But such action would not lessen the size of the gas bills rendered. Abundant proof as to that has been presented to Congress.

The preceding arguments give complete answer to such a proposition which would leave our community at the tender mercies of this monopoly against whose methods we have for years been appealing for relief from Congress.

We have shown that to-day gas can be distributed at less than one-half the present price charged, at a fair profit to the manufacturer, and we have offered to do it.

It is believed that in the advance of scientific investigation it will be shown soon that still further reduction can be safely made without loss of reasonable profit to the manufacturer.

Do not deprive the people of that benefit to come.

In the very act of incorporation of the Washington Gaslight Company, approved July 5, 1848, Congress declared its hostility to any action that would tend to make a monopoly for this company in the manufacture of gas. It says in

SEC. 9. *And be it further enacted*, That nothing in this act shall be construed to prevent any person or persons, nor any incorporated company hereafter to be created for that purpose, from engaging in and pursuing the business specified in the seventh section of this act—

which section authorizes the company to manufacture gas.

Thus we have a declaration prohibiting the creation of a monopoly in gas making in this District, and it clearly contemplated the passage of a bill creating another company to compete with the Washington Gaslight Company when the proper time should arrive.

Does not the existing condition of things in this District demand action now?

Will it not be an act of great wisdom to heed the universal popular demand for the passage of the bill to organize the new company?

In 1891 there were only 458 stockholders altogether in the Washington Gaslight Company, and it is fair to assume that by the purchase of large block according to rumor, the number of individual stockholders has decreased since that year.

So that the passage of the bill to charter this new company has the opposition only of, say, 450 persons against the interests of the whole community of nearly 300,000 citizens.

Which interest has the greatest claim upon the Congress for relief?

Popular indignation against the existing company and its methods can only be quieted by the passage of the bill giving competition in the manufacture of gas.

To favor the monopoly by any bill that will intrench the monopoly in its exclusive privileges, you make the many the slaves of the few rich stockholders of that company.

PASS THE 75-CENT GAS BILL (S. 1408; H. R. 2759).

The backers of this bill are men of the highest integrity, and have abundant means to carry out the provisions of the bill both as to low price and high quality.

They control the processes (which are well known and in active operation with success elsewhere) for making the gas of a quality and at a price with which the Washington Gaslight Company can not compete at this time.

The amplest guaranties have been secured in writing for the installment of the plant on the passage of this bill.

Unless it is resolved by certain of our legislators that the purses of the people are to be eternally kept open to and controlled by the Washington Gaslight Company, this 75-cent gas bill should be now passed.

DOES THE INFLUENCE OF THE WASHINGTON GASLIGHT COMPANY OUTWEIGH THE INTERESTS OF THE PEOPLE?

A vote against this bill will be a vote to perpetuate the power and defective methods of the local gas monopoly.

A vote against this 75-cent gas bill will be a vote for the rich stockholders of that monopoly against the poor consumers of gas.

It will be a vote to make the rich richer and the poor poorer.

In the city of Washington there are, according to the report of the assessor of the District made to the Commissioners in 1894, 50,795 buildings, and the assessor says that 2,000 more have since been built, making a total at this date of 52,795.

The manager of the Washington Gaslight Company, Mr. Leetch, on February 12 to the House Committee: "There are only a total of consumers of gas, 26,600." So that there are 26,175 houses in which the occupants have not the enjoyment of the blessing of artificial light to brighten their homes after dark.

Why is this? The only answer is that the excessive cost thereof puts gaslight beyond their means.

This fact adds an unanswerable argument in favor of granting the new company a charter.

What reason can be advanced against it? Are the private interests of the gas stockholders (450 in all) to prevent that boon to the people?

The very thought is monstrous.

Every vote against the 75-cent gas bill will be a vote to continue, without hope of future relief, the manufacture of the bad gas, of which the people of this District have been for over twenty years complaining to Congress.

Shall this opportunity for securing the relief prayed for be lost to our community?

Back of the new company are the most experienced and best-known gas men in the country.

Open the door to honest competition, and the interests of the people will always be secure.

No reasonable or honest objection (that should alone be made) has ever been made to the passage of the bill.

The incorporators of the National Capital Gaslight, Heat, and Power Company are willing that any proper and reasonable amendment that may be devised to give additional assurances of good faith on their part as to the carrying out of the provisions of the bill may be added.

They would remind the Senate and the House of Representatives that, in addition to the advantages offered by the bill affecting the public health and a lessening of the cost of living to the people, there will come another measure of relief to the community with the passage of the bill. There are thousands of laborers, with families to support, who are out of work and who can not secure it.

The work of installing this new plant will give employment to thousands, and thus lessen the appeals for relief which the Commissioners can not give, and save the many honest men from beggary.

We submit an exhibit (C) as to lower prices of gas in other communities, and earnestly pray favorable action on their bill.

Respectfully,

F. P. B. SANDS,
Of Counsel for Incorporators.

ADDENDUM.

A FEW WORDS AS TO THE COMMISSIONERS' OMNIBUS BILL, S. 2031.

Is it an honest measure intended for the public good?

Evidently it is not, and it bears upon its face intrinsic evidence of its real purpose.

Do but reflect upon the circumstances and time attending its presentation, and its very radical and extraordinary features.

Never before have the Commissioners so intermeddled in such matters. Complete apathy as to the welfare of the general public has heretofore marked their action in this regard.

Congress, in the act of July 5, 1848, chartering the Washington Gaslight Company, in the ninth section, expressly provided for competition in the manufacture and sale of gas in this District, to prevent a monopoly.

In every Congressional investigation of the affairs and methods of the Washington Gaslight Company the Commissioners remained silent or did all they could to aid that company. (See House Report No. 629, second session Fifty-third Congress; Senate Report No. 1460, first session Forty-ninth Congress.)

There is a strange variance in their official recommendations upon measures involving similar work upon the streets and avenues in installing the plants of new companies.

A mysterious influence makes them advocate strongly in favor of a competing electric-light company, with the necessary tearing up of street surfaces for laying conduits, and oppose granting the same privilege when a new gas company is proposed, whose benefits will be more far-reaching and for the benefit of a greater number of consumers.

It is a mysterious influence, but whose source is universally well understood among our citizens.

The fact that the people had arisen from time to time in their indignation against the local company, because of the bad gas and the exorbitant prices charged, occasioned no anxiety to the officers of the gas company; and the Commissioners confined their attention to the administration of the laws prescribing their duties.

But when the National Capital Gaslight, Heat, and Power Company came forward, offering to give the people a better gas at one-half the present prices charged by the Washington Gaslight Company, giving ample and unquestioned guarantees and bond for good faith in the provisions of their bill to guard every public interest and right, even submitting to the supervision of these Commissioners themselves, being abundantly able to carry out their pledges, the people proclaimed their sentiment in advocacy of the measure, and urged the passage of the bill as a great public benefaction.

It became manifest that this bill, the only one which offers anything definite for the public good, and therefore deserving of especial recognition, would pass Congress and break up the existing monopoly.

It became evident that the old dollar gas bill (reintroduced) and the other indefinite applications for charters (bill H. R. 3628) which were introduced could not divert the attention of Congress from the merits in the Livingston-Kyle bill for 75-cent gas, and the friends of the monopoly evidently combined all the influence and talent available (and the Commissioners are strangely available for the purposes of that company), and this omnibus bill has been worked up with the evident and only purpose of complicating the discussion of the new gas company's bill, to delay and defeat it if possible.

That this is the whole scope and only purpose of the omnibus bill is proved by the frank statement of the Commissioners in reporting on their own bill, where they approve of competition for electric lighting as an advantage justifying the tearing up of streets on both sides, but declare that there should be no opposition to the gas monopoly in its exclusive uses of and right of cutting into the streets.

The rank unfairness, injustice, and wrong of such declarations is shocking to honest minds, and wholly at variance with the very conditions under which the Washington Gaslight Company took its charter, which were that Congress forbade a monopoly and expressly provided for competition. (See sec. 9, act of July 5, 1848.)

That express law, framed to protect the public interests, should have controlled the judgment of the Commissioners; and their present recommendations benefit only the gas monopoly.

The thirty-year conduit-construction franchise for a highest bidder, involving extraordinary responsibilities, risks, and obligations in respect of an uncertain and undefinable class of work, is so impracticable as to be simply an unreasonable proposition to submit for Congressional consideration. It will necessarily be combated at every step by the existing electric lighting, telephone, and telegraph companies as being both unbusinesslike and destructive of their vested rights, which are also under Congressional control as to service and the quality thereof.

The proposition to divide the profits of the gas companies in excess of 6 per cent on amount of capital stock actually paid up in cash is a preposterous suggestion never to be adopted if the record of the opposition of the friends of the monopoly heretofore has any value as showing its power to prevent inquiry into its affairs and diminution of its dividends and values.

The pretended reduction in price of gas to be supplied will be valueless so far as private interests of the consumers is concerned. If the local company is protected in its monopoly, its receipts from the purses of the consumers will be just as large. The universal experience (of the past two months, even) demonstrates the ease and certainty with which that company can increase its bills without corresponding benefit in use of gas by consumers.

No relief can come except through the competition provided for in the ninth section of the act of July 5, 1848. This the new company offers and asks for.

A consideration of the omnibus bill will postpone the relief demanded by the public interests.

The bill (H. R. No. 3628) to charter the "Columbia Company" offers no relief at all, and should not receive any attention.

Those interests should prevail to secure prompt passage of the Livingston-Kyle bill (S. 1408, H. R. 2759).

Respectfully submitted by

F. P. B. SANDS, *of Counsel.*

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 139.

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In response to the resolutions of the Senate of the 18th and 19th of February, 1896, a report of the Secretary of State in regard to the claim of A. H. Lazare against the Government of Haiti.

FEBRUARY 28, 1896.—Referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate:

I transmit herewith, in response to the resolutions of the Senate of the 18th and 19th instant, a report from the Secretary of State in regard to the claim of A. H. Lazare against the Government of Haiti.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, February 28, 1896.

The PRESIDENT:

The undersigned, Secretary of State, having received the resolutions passed in the Senate on the 18th and 19th instants, in the following words:

Resolved, That the Secretary of State be, and he is hereby, directed to inform the Senate whether the Republic of Haiti has paid the amount heretofore found to be due by said Republic to A. H. Lazare, a citizen of the United States; said amount found due by the Hon. William Strong, justice of the United States Supreme Court, in his award as arbitrator.

Resolved, That the Secretary of State be, and he is hereby, directed to report to the Senate what efforts, if any, have been made by the Department to induce the Republic of Haiti to pay to A. H. Lazare, a citizen of the United States, the amount awarded him by Judge William Strong in his award as arbitrator.

has the honor to make the following report to the President touching the subject-matter of the said resolutions to the end that, if in the President's judgment not incompatible with the public interest, the same may be transmitted to the Senate.

(1) The Republic of Haiti has not paid the amount found due by the said Republic to A. H. Lazare by the Hon. William Strong in his award as arbitrator.

(2) The attention of the Senate is called to the message of the President of the United States, dated January 20, 1887, transmitting a report of the Secretary of State upon the claims of Antonio Pelletier and A. H. Lazare against the Republic of Haiti. This message and report are contained in Senate Ex. Doc. No. 64, Forty-ninth Congress, second session. The report of the Secretary of State, Hon. Thomas F. Bayard, sets forth the facts and reasons upon which Judge Strong's award in favor of Lazare was set aside.

The records of the Department of State do not show that any subsequent action was formally taken in regard to the claim, but a memorandum is on file bearing indorsements which indicate that it was in the Secretary of State's hands in 1892 and in 1893, and that a copy of it was given to the counsel for Lazare September 29, 1892. This memorandum recites the award and Mr. Bayard's report above referred to, and closes as follows:

> This report of Mr. Bayard was formally transmitted by the President of Haiti to the Haitian National Assembly and accepted as a final disposition of the matter. Since March, 1889, the case has been several times fully presented to the Department by Mr. Lazare, and by different counsel in his behalf with a view to a reconsideration of Mr. Bayard's decision, but the Department, without expressing any opinion upon the original merits of the claim, has not felt at liberty to reverse his deliberate action with respect thereto.

The disposition of the case as reported by the Secretary of State in 1887 has not been disturbed by any subsequent action of the Government.

Respectfully submitted.

RICHARD OLNEY.

DEPARTMENT OF STATE,
Washington, February 27, 1896.

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 140.

IN THE SENATE OF THE UNITED STATES.

MARCH 2, 1896.—Referred to the Committee on Military Affairs and ordered to be printed.

Mr. CANNON presented the following

MEMORIAL OF THE NATIONAL ASSOCIATION FOR THE PROMOTION OF ARBITRATION.

To the Honorable the Senate and House of Representatives of the United States of America in Congress assembled:

This association would most earnestly and respectfully petition your honorable bodies to cease making appropriations for war ships and seacoast defenses; for the increase of the Army and Navy, and for the organization of the Militia of the United States at a time when we are at peace with all the world, living under a Constitution which pledges us to neutrality, and when no nation threatens, or even dares to attack us, and at a period in the history of civilized nations when mental and moral force should take the precedence of brute force, which, after all, has never permanently settled any great moral or political question.

As a nation, we believe that we are safer without all of these threatening appliances of war, which only excites our neighbors to spend their money for similar appliances, the money for which is ground out of the poor by our system of taxation—money which, if wisely expended in the improvement of waterways, of good roads, for institutions of learning, or for the extension of our commercial relations, would make the great masses of the people happier and better; while their improved condition would lessen crime and save the Government a large annual outlay, now being expended in the support of penal institutions.

We know that at this time there is a widespread and growing interest in international arbitration and in the establishment of an international arbitration court for the settlement between nations, without resort to war, of all difficulties that may arise—which experience has shown is the wiser, cheaper, and better way; that Great Britain has not only accepted our invitation to join with the United States in a permanent international treaty of arbitration, but that at the last session of the Fifty-third Congress, one of the honored members of the British Parliament, Mr. Wm. Randal Cremer, came to this country, bringing with him a memorial signed by 354 members of the British Parliament, addressed to the President and Congress, asking them to prepare and ratify the treaty which they had proposed to Great Britain. This proposed treaty was the outcome in part of the Pan-American Congress (signed by the United States on April 4, 1890), the Sherman joint resolution, and the invitation sent out by President Harrison, which was accepted by a unanimous vote of the British House of Commons, June 16, 1893.

We know, also, that the Swiss National Council in 1892, and the Danish Parliament, during the same year, accepted similar invitations from the United States; that the French House of Deputies, the treaty-making power of the French Republic, on July 8, 1895, by unanimous vote, instructed their Government to make overtures to the United States for the purpose of forming with them a permanent treaty of arbitration.

To-day the great masses of the peoples of the world want peace, and we are confident, if peace were fully assured, that not only would there be no use for war ships but that the financial condition of the country would be improved and our depleted Treasury would be replenished. The Fifty-third Congress voted $20,000,000 for war ships without a speck of war on the horizon, and now we have the Lodge bill and the report of the Secretary of War calling for a still greater expenditure of the people's money.

For our association, and for those whom we represent, and in the name of the American people we protest against any increase of expenditure by the United States Congress for military or naval purposes.

BELVA A. LOCKWOOD,
President, Washington.
ANNIE L. DIGGS,
Kansas, Secretary.
JOSEPHINE C. ALDRICH,
Alabama.
MARY T. GIST,
Treasurer W. N. P. A., Washington.
T. M. WILKINS,
Washington.
M. FROST ORMSBY,
New York.
HANNAH B. SPERRY,
President W. N. P. A.
LELIA P. ROBY,
Chicago.
MARY S. LOCKWOOD,
Washington.
ELEANOR WRIGHT,
Washington.
MARIA FREEMAN GRAY,
California.
WILLIAM H. RUSSELL,
Maryland.
WASHINGTON DORNEY,
Georgia.
FRANK D. GARDNER,
Illinois.
MABLE L. DIGGS,
Kansas.
ETHEL DIGGS,
Kansas.
FLORENCE DIEUDONNE,
Washington.
MRS. CLARA D. SHORT,
Washington.

J. L. McCreery,
Interior Department, Washington.
L. W. McCreery,
Washington.
Charlene Sperry,
Connecticut.
Amy L. May,
Washington.
Clara Bewick Colby,
Editor Woman's Tribune.
Ellen Anderson Herdman,
Woman's Tribune.
John Julian Baldwin.
Eldridge J. Smith,
Washington, D. C.
M. H. N. Smith.
Milly H. Patrick.
Cora Godfrey.
Hattie Lewis Patrick.
Henry L. Patrick.
C. H. Crocker.
Mabel Godfrey Swormsted.
Helen Rand Tindall,
District of Columbia.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 141.

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

RETURNING,

Without his approval, House bill numbered 2769, entitled "An act to authorize the leasing of lands for educational purposes in Arizona."

MARCH 2, 1896.—Referred to the Committee on Public Lands and ordered to be printed.

The House of Representatives:

I herewith return without my approval House bill numbered 2769, entitled "An act to authorize the leasing of lands for educational purposes in Arizona."

This bill provides for the leasing of all the public lands reserved to the Territory of Arizona for the benefit of its universities and schools, "under such laws and regulations as may be hereafter prescribed by the legislature of said Territory."

If the proposed legislation granted no further authority than this it would in terms at least recognize the safety and propriety of leaving the desirability of leasing these lands, and the limitations and safeguards regulating such leasing, to be determined by the local legislature chosen by the people to make their laws and protect their interests.

Instead of stopping here, however, the bill further provides that until such legislative action, the governor, the secretary of the Territory, and the superintendent of public instruction shall constitute a board for the leasing of said lands under the rules and regulations heretofore prescribed by the Secretary of the Interior. It is specifically declared that it shall not be necessary to submit said leases to the Secretary of the Interior for approval, and that no leases shall be made for a longer term than five years, nor for a term extending beyond the date of the admission of the Territory to Statehood.

Under these provisions the lands reserved for university and school purposes whose value largely depends upon their standing timber, and in which every citizen of the Territory has a deep interest, may be leased and denuded of their timber by officers none of whom have been chosen by the people, and without the sanction of any law or regulation made by their representatives in the local legislature. Even the measure of protection which would be afforded the citizens of the

Territory by a submission to the Secretary of the Interior of the leases proposed, and thus giving him an opportunity to ascertain whether or not they comply with his regulations is especially withheld.

It was hardly necessary to provide in this bill that these lands might be leased "under such laws and regulations as may be hereafter prescribed by the legislature of said Territory," if the action of the legislature was to be forestalled and rendered nugatory by the immediate and unrestrained action of the officers constituted "a board for the leasing of said lands," pending such legislative consideration. These are inconsistencies which are not satisfactorily accounted for by the suggestion that the time that would elapse before the legislature could consider the subject would be important.

The protests I have received from numerous and influential citizens of the Territory indicate considerable opposition to this bill among those interested in the preservation and proper management of these school lands.

GROVER CLEVELAND.

EXECUTIVE MANSION, *February 28, 1896.*

[Fifty-fourth Congress of the United States of America; at the first session, begun and held at the city of Washington, the second day of December, one thousand eight hundred and ninety-five.]

AN ACT to authorize the leasing of lands for educational purposes in Arizona.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the lands reserved for university purposes, and all of the school lands in the Territory of Arizona reserved by law for school purposes, may be leased under such laws and regulations as may be hereafter prescribed by the legislature of said Territory, but until such legislative action the governor, secretary of the Territory, and superintendent of public instruction shall constitute a board for the leasing of said lands under the rules and regulations heretofore prescribed by the Secretary of the Interior for the respective purposes for which the said reservations were made, except that it shall not be necessary to submit said leases to the Secretary of the Interior for his approval; and all necessary expenses and costs incurred in the leasing, management, and protection of said lands and leases may be paid out of the proceeds derived from such leases: *Provided,* That no lease shall be made for a longer period than five years, and all leases shall terminate on the admission of said Territory as a State: *And provided further,* That all money received on account of such leases in excess of actual expenses necessarily incurred in connection with the execution thereof shall be placed to the credit of the public school fund of said Territory and shall not be used for any other than public school purposes.

THOMAS B. REED,
Speaker of the House of Representatives.

A. E. STEVENSON,
Vice-President of the United States and President of the Senate.

IN THE HOUSE OF REPRESENTATIVES,
February 29, 1896.

The President of the United States having returned to the House of Representatives, in which it originated, the bill (H. R. 2769) "An Act to authorize the leasing of lands for educational purposes in Arizona," with his objections thereto the House proceeded, in pursuance of the Constitution, to reconsider the same; and Resolved, That the said bill pass, two-thirds of the House of Representatives agreeing to the same.

Attest: A. MCDOWELL, *Clerk.*
By WM. J. BROWNING, *Chief Clerk.*

I certify that this Act originated in the House of Representatives.

A. MCDOWELL, *Clerk*

O

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 142.

IN THE SENATE OF THE UNITED STATES.

MARCH 2, 1896.—Referred to the Committee on Appropriations and ordered to be printed.

Mr. ALLEN presented the following

STATEMENT SHOWING THE MEAN MONTHLY RATE OF FLOW OF NEBRASKA STREAMS AND GAUGINGS MADE AT OTHER THAN THE REGULARLY ESTABLISHED GAUGING STATIONS.

The figures presented in the tables herewith are from the results of work done during the present year by the United States Geological Survey in cooperation with the department of civil engineering of the State University, the agricultural experiment station of the same institution, and the Nebraska State board of agriculture.

To obtain the results regular gauging stations have been maintained on these rivers, where a daily record of the stage of the river has been kept.

The details of the work may be found in the forthcoming publications of the United States Geological Survey, or in the report for this year of the engineer to the State board of agriculture.

O. V. P. STOUT.

LINCOLN, *December 16, 1895.*

Mean monthly rate of flow of Nebraska streams.

[Discharge is given in cubic feet per second.]

Month.	North Fork Republican at Benkelman.	Frenchman at Palisade.	Platte at Columbus (above the Loup).	Loup at Columbus.	North Loup at St. Paul.	Middle Loup at St. Paul.
1895.						
March	78	.....	.....	.....	.....	.....
April	59	137	.....	2,754	.....	.....
May	24.7	129	.....	2,966	*1,189	*1,175
June	155	117	*14,027	3,591	1,531	1,396
July	120	99	3,685	2,122	864	861
August	34	78	722	2,289	984	973
September	Dry.	74	.....	2,427	1,094	877
October	.....	.....	.....	2,450	1,146	840

*27 days.

Gaugings made at other than regularly established gauging stations.

[For additional 1894 gaugings, see Bulletin No. 41 of the Nebraska Agricultural Experiment Station.]

Name of stream.	Where measured.	When measured.	Discharge per second.	Number of acres which could be covered to a depth of 12 inches in twenty-four hours.
			Cubic feet.	
South Fork Republican	Benkelman	Mar. 23, 1895	41	82
Do	do	June 4, 1895	348	696
Do	do	June 24, 1895	75.4	151
Do	do	July 3, 1895	277.6	555
Do	do	Aug. 7, 1895	22.3	44
Do	do	Sept. 11, 1895	Dry.	.....
Frenchman	Palisade	Dec. 8, 1894	116	232
Platte	Columbus	Mar. 29, 1895	2,531	5,062
Do	do	May 3, 1895	5,550	11,100
North Loup	Ord	May 5, 1895	1,367	2,734
Republican	Oxford	June 3, 1895	16,000	32,000
Do	do	Sept. 12, 1895	55	110
Do	Culbertson (above Frenchman).	Sept. 10, 1895	Dry.	.....
North Platte	Gering	June 14, 1895	11,350	22,700
Do	do	June 17, 1895	10,963	21,926
Do	North Platte	Sept. 15, 1895	200	400
Middle Loup	At Forks (8½ miles above Mullen).	Aug. 20, 1895	42	84
Do	Mullen	do	120	240
Do	Seneca	Aug. 21, 1895	216	432
Do	Thedford	Aug. 22, 1895	284	568
Do	Dunning	Aug. 23, 1895	322	644
Do	Loup City	Aug. 29, 1895	879	1,758
Dismal	Dunning	Aug. 23, 1895	294	588
South Loup	Ravenna	Aug. 31, 1895	296	592

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 143.

IN THE SENATE OF THE UNITED STATES.

MARCH 2, 1896.—Referred to the Committee on Indian Affairs and ordered to be printed.

Mr. PRITCHARD presented the following

MEMORIAL BY AND ON BEHALF OF THE EASTERN BAND OF CHEROKEE INDIANS, IN THE MATTER OF THE INTERESTS OF THE MEMBERS OF THE EASTERN BAND OF CHEROKEE INDIANS IN AND TO CERTAIN MONEYS DUE AND PAYABLE TO THE CHEROKEES, UNDER TREATIES AND LAWS HEREINAFTER SPECIFIED.

To the Senate and House of Representatives of the United States of America in Congress assembled:

The Secretary of the Interior, in pursuance of the provision of the third subdivision of the agreement dated December 1, 1891, entered into by the United States with the Cherokee Nation of Indians, in the Indian Territory, and ratified by the act of Congress of March 3, 1893 (27 Stat., 643), has rendered an account of moneys due and payable by the United States to the "Cherokee Nation," under the treaties and laws specified in said agreement, and has reported the same to Congress by letter dated January 7, 1895, as set forth in full in House Ex. Doc. No. 182, Fifty-third Congress, third session.

It further appears, and is set forth in said executive document, that the Cherokee Nation, in the Indian Territory, has, by an act of its national council, approved December 1, 1894, accepted said account so rendered and stated, and has requested therein that the Congress of the United States make an immediate appropriation for the payment of the money so reported to be due and payable to the "Cherokee Nation."

Upon an examination of the account so stated and rendered, it is found that those Cherokee Indians residing east of the Mississippi River and comprising what is now known as the Eastern Band of Cherokee Indians, being those Cherokees and their descendants who elected, under the provisions of the treaty of 1835, to remain in the old homes of the Cherokee Nation in the States east of the Mississippi River have, under the provisions of the treaties made by the United States with the Cherokee Nation and the laws of Congress for carrying them into effect, a per capita interest in and to the moneys so stated and reported to be due and payable from the United States to the "Cherokee Nation."

In view of this fact, and in order to properly look after the interest and to prosecute the claims of the members of the Eastern Band of Cherokee Indians in and to said moneys, the said Eastern Band of

Cherokee Indians, by their regular council of 1895, held at the council grounds at Cherokee, in the State of North Carolina, adopted resolutions setting forth the rights, interests, and claims of the Cherokee Indians residing east of the Mississippi River in and to said moneys, and provided in said resolutions for the employment of attorneys to defend the rights and prosecute the claims of said Indians in and to said moneys. The said resolutions are of record in the Office of Indian Affairs, at Washington, D. C., in connection with the contract made in accordance therewith with our attorneys, Hon. Robert V. Belt, of Washington, D. C., and Hon. W. T. Crawford, of Waynesville, N. C., approved by the Commissioner of Indian Affairs December 12, 1895, and by the Secretary of the Interior January 6, 1896.

Our attorneys promptly, after the execution of the contract for their employment in the matter, presented a brief in behalf of the Cherokee Indians residing east of the Mississippi River to the Attorney-General of the United States, to whom the account of moneys stated to be due and payable to the Cherokee Nation was referred by Congress for consideration and report, by a clause in the act of March 2, 1895 (28 Stat., 795). A copy of the brief thus presented is herewith set forth, as showing the rights, interests, and claims of the members of the Eastern Band of Cherokee Indians in and to said money so reported to be due and payable by the United States under the laws and treaties specified in said agreement of December 19, 1891.

Before the Hon. Judson Harmon, Attorney-General of the United States:

In the matter of the "Account of moneys due the Cherokee Nation," under certain specified treaties and laws, submitted to Congress by the Honorable Secretary of the Interior, as set forth in House Ex. Doc. No. 182, Fifty-third Congress, third session, in accordance with a provision in the agreement with the Cherokee Nation of Indians, and the act of Congress ratifying the same (27 Stat., 643).

By a clause in the act of March 2, 1895, the said "Account of moneys due the Cherokee Nation" is referred to the Attorney-General, and he is thereby "authorized and directed to review the conclusions of law reached by the Department of the Interior in said account and report thereon to Congress at its next regular session," etc. (28 Stat., 795).

The clause of the agreement between the United States and the Cherokee Nation of Indians of the Indian Territory, dated December 19, 1891, requiring the rendering of said account of moneys due said Nation, is as follows:

"Third. The United States shall without delay render to the Cherokee Nation, through any agent appointed by authority of the national council, a complete account of moneys due the Cherokee Nation under any of the treaties ratified in the years 1817, 1819, 1825, 1828, 1833, 1835-36, 1846, 1866, 1868, and any laws passed by the Congress of the United States for the purpose of carrying said treaties, or any of them, into effect; and upon such accounting, should the Cherokee Nation by its national council conclude and determine that such accounting is incorrect or unjust, then the Cherokee Nation shall have the right within twelve (12) months to enter suit against the United States in the Court of Claims, with the right of appeal to the Supreme Court of the United States by either party, for any alleged or declared amount of money promised but withheld by the United States from the Cherokee Nation, under any of said treaties or laws, which may be claimed to be omitted from, or improperly or unjustly or illegally adjusted in, said accounting; and the Congress of the United States shall, at its next session after such case shall be finally decided and certified to Congress according to law, appropriate a sufficient sum of money to pay such judgment to the Cherokee Nation, should judgment be rendered in her favor; or, if it shall be found upon such accounting that any sum of money has been so withheld, the amount shall be duly appropriated by Congress, payable to the Cherokee Nation upon the order of its national council, such appropriation to be made by Congress if then in session; and if not, then at the session immediately following such accounting." (27 Stat., 643.)

By the act of Congress ratifying the said agreement (act of March 3, 1893, 27 Stat. 643) provision is made for the employment of "such expert person or persons to properly render a complete account to the Cherokee Nation of moneys due said Nation as required in the fourth (third) subdivision of article 2 of said agreement.

The report of the expert persons appointed under the said agreement and law, for the purposes therein provided, is dated April 28, 1894; and the conclusions stated in said report, as to moneys due, are as follows:

The foregoing statement covers, it is believed, every point of issue which can be raised under the treaties described in the articles of agreement, and the result of the finding is submitted in the following schedule:

Under the treaty of 1819:
Value of three tracts of land containing 1,700 acres, at $1.25 per acre, to be added to the principal of the "school" fund..... $2,125.00
With interest from February 27, 1819, to date of payment.

Under the treaty of 1835:
Amount paid for removal of Eastern Cherokees to the Indian Territory, improperly charged to treaty fund..... 1,111,284.70
With interest from June 12, 1838, to date of payment.

Under treaty of 1866:
Amount received by receiver of public moneys at Independence, Kans., never credited to the Cherokee Nation..... 432.28
With interest from January 1, 1874, to date of payment.

Under act of Congress March 3, 1893:
Interest on $15,000 of Choctaw funds, applied in 1863 to relief of indigent Cherokees, said interest being improperly charged to Cherokee national fund 20,406.25
With interest from July 1, 1893, to date of restoration of the principal of the Cherokee funds held in trust in lieu of investments. (See House Ex. Doc. No. 182, Fifty-third Congress, third session, p. 31, 32).

The account thus rendered to the Cherokee Nation was considered by the national council of that nation, which passed an act, approved December 1, 1894, accepting said accounting, and enacting further:

"That the principal chief of the Cherokee Nation at once notify the Secretary of the Interior and the Commissioner of Indian Affairs of the acceptance by the national council of the Cherokee Nation of said report of accounting agents, and request the Secretary of the Interior to so notify the Congress of the United States, and ask for an immediate appropriation in accordance with the act of March 3, 1893, for the ratification of the sale of the Cherokee lands west of the Arkansas River, known as the Cherokee outlet." (Ibid., p. 32.)

It is not the purpose of this brief to call in question the accuracy of the account thus rendered, or the correctness of the conclusions of law reached in the statement of that account, so far as they affect the facts as to the amount of money due under the specified treaties and laws. In other words, no examination or consideration is pretended to have been given to the question as to what is the correct accounting called for under said treaties and laws as to the amount of money due thereunder from the United States. It is the purpose of this brief to submit for the consideration of the honorable Attorney-General the question: To whom are due the moneys, or such sums as shall be found to be due from the United States, under said treaties and laws?

From what has already been set forth hereinbefore it is clear that the moneys reported to be due from the United States, as per the papers and reports set out in House Ex. Doc. 182, above referred to, are claimed by the Cherokee Nation as moneys due and payable to that nation.

The agreement with the Cherokee Nation, as has been shown, calls for "a complete account of moneys due the Cherokee Nation" under the treaties and laws specified.

The experts in their report speak of the several items, sums, or balances as money due the "Cherokee Nation." The Secretary of the Interior reports the findings of said experts to Congress as "a complete account of moneys due the Cherokee Nation" under the treaties and laws specified.

The Cherokee Nation, by the act of its national council, makes the request that Congress make an immediate appropriation for payment of the account accepted by "the national council of the Cherokee Nation."

The items of money in the stated account reported to be due from the United States under the treaties of 1819 and 1866, and under the law of Congress of March 3, 1893, viz, $2,125, $432.28, and $20,406.25, respectively, are passed over in this brief without special consideration.

The particular and important matter intended to be submitted at this time for the consideration of the honorable Attorney-General is as to the interest of the members of the Eastern Band of Cherokee Indians in and to the money reported to be due from the United States under the treaty of 1835, being "amount paid for removal of Eastern Cherokees to the Indian Territory, improperly charged to treaty fund, $1,111,284.70, with interest from June 12, 1838, to date of payment."

That item of the account is shown, by the report made, to be a balance due of the sums stipulated in the treaty of 1835–36 to be paid to the Cherokee Indians as consideration for the lands ceded to the United States east of the Mississippi River. The amount of that consideration was stipulated in article 1 of that treaty "to be expended, paid, and invested in the manner stipulated and agreed upon in the following articles." (7 Stat., 479.)

After stipulating for the payment, investment, etc., of specified amounts from the consideration agreed to be paid by the United States for the ceded lands, etc., the treaty provides as follows:

"ARTICLE 15. It is expressly understood and agreed between the parties to this treaty that after deducting the amount which shall be actually expended for the payment for improvements, ferries, claims for spoliations, removal, subsistence, and debts and claims upon the Cherokee Nation, and for the additional quantity of lands and goods for the poorer class of Cherokees, and the several sums to be invested for the general national funds provided for in the several articles of this treaty, the balance, whatever the same may be, shall be equally divided between all the people belonging to the Cherokee Nation east according to the census just completed; and such Cherokees as have removed west since June, 1833, who are entitled by the terms of their enrolment and removal to all the benefits resulting from the final treaty between the United States and the Cherokees east, they shall also be paid for their improvements according to their approved value before their removal, where fraud has not already been shown in their valuation." (Ibid., 485.)

The $1,111,284.70, being the item of the stated account now under consideration, is found to be a balance of the consideration money agreed upon in the treaty of 1835–36, for the cession of land, etc., therein made by the Cherokees to the United States. All of the amounts specified in the treaty to be drawn from the "consideration fund having been taken therefrom and applied as the treaty prescribed, the said balance, so found to be due to the Cherokees from the United States is a portion of "the balance, whatever the same may be," which by article 15 of the treaty, hereinbefore set out, it is provided "shall be equally divided between all the people belonging to the Cherokee Nation east according to the census just completed." It is therefore submitted that whatever may be the sum or amount of the consideration fund remaining due to the Cherokee Indians by the United States, it falls within this last-quoted stipulation of the treaty, and the same must be disposed of in accordance therewith.

THE RIGHTS OF THE MEMBERS OF THE EASTERN BAND OF CHEROKEE INDIANS IN AND TO MONEYS REPORTED DUE FROM THE UNITED STATES UNDER THE TREATY OF 1835–36.

Under article 16 of the treaty of 1835 (7 Stat., 485) the Cherokee Indians agreed to remove to their new homes east of the Mississippi River within two years from the ratification of the treaty.

That treaty, however, contains this clear stipulation:

"ARTICLE 12. Those individuals and families of the Cherokee Nation that are averse to a removal to the Cherokee country west of the Mississippi and are desirous to become citizens of the States where they reside and such as are qualified to take care of themselves and their property shall be entitled to receive their due portion of all the personal benefits accruing under this treaty for their claims, improvements, and per capita as soon as an appropriation is made for this treaty." (7 Stat., 483.)

The per capita, which by the said provision of the treaty is specifically secured to those individuals and families of the Cherokee Nation who elected to remain east of the Mississippi River, is their proportionate share of the "balance, whatever the same may be," which by article 15, as above shown, it is stipulated "shall be equally divided between all the people belonging to the Cherokee Nation east according to the census just completed."

The treaty of 1846, made for the purpose of composing the difficulties then existing between different portions of the Cherokee people, for the adjustment of their rights and interests in the lands of the nation, and in and to certain claims against the United States, the settlement of which was therein stipulated for, contains the following articles:

"ARTICLE IX. The United States agree to make a fair and just settlement of all moneys due to the Cherokees, and subject to the per capita division under the treaty of twenty-ninth December, eighteen hundred and thirty-five, which said settlement shall exhibit all money properly expended under said treaty, and shall embrace all sums paid for improvements, ferries, spoliations, removal, and subsistence, and commutation therefor, debts and claims upon the Cherokee Nation of Indians, for the additional quantity of land ceded to said nation; and the several sums provided in the several articles of the treaty, to be invested as the general funds of the nation; and also all sums which may be hereafter properly allowed and paid under the provisions of the treaty of eighteen hundred and thirty-five. The aggregate of which

said several sums shall be deducted from the sum of six millions six hundred and forty-seven thousand and sixty-seven dollars, and the balance thus found to be due shall be paid over per capita, in equal amounts, to all those individuals, heads of families, or their legal representatives, entitled to receive the same under the treaty of eighteen hundred and thirty-five, and the supplement of eighteen hundred and thirty-six, being all those Cherokees residing east at the date of the said treaty and the supplement thereto.

"ARTICLE X. It is expressly agreed that nothing in the foregoing treaty contained shall be so construed as in any manner to take away or abridge any rights or claims which the Cherokees now residing in States east of the Mississippi River had, or may have, under the treaty of eighteen hundred and thirty-five and the supplement thereto." (9 Stat., 875.)

In the light of these clear, specific, direct, and explicit stipulations of the treaties on the subject, there can be no question as to the existence and preservation of the rights and claims of those Cherokees now residing in the States east of the Mississippi River in and to their per capita shares of whatever sum or sums may be found to be due to the Cherokee people from the United States as a balance of the consideration agreed to be paid for lands, etc., ceded by the Cherokees by the treaty of 1835–36.

Under the unsatisfactory adjustment of these treaty matters, heretofore made by the United States, a balance of $914,026.13 was stated to remain of the appropriations made for carrying out the treaty of 1835, after all the charges on said appropriations, specifically made by that treaty, were taken therefrom; said balance was, as provided in the treaty, "equally divided between all the people belonging to the Cherokee Nation east according to the census just completed."

The distribution of that amount, $914,026.13, did not take place until 1850–51, whereas the removal of the Cherokees to their lands west of the Mississippi River, under the treaty of 1835–36, was effected prior to 1839.

Of the said amount of $914,026.13, so distributed in per capita payments, the sum of $129,851.48 was distributed in per capita payments in 1850–51 "to the Cherokees still remaining in the east, but entitled to participate in the distribution," and the remainder was distributed in per capita payments "to the Eastern Cherokees then in the west." (See House Ex. Doc. No. 182, Fifty-third Congress, third session, p. 22.)

"The total number of Cherokees participating in this distribution was 16,231, of whom 14,098 were Cherokees in the west and 2,133 remained east. The per capita amount was $92.79." (Ibid, p. 22.)

The same provisions of treaties and laws that governed and regulated the disposition and distribution of the sum of $914,026.13, which is now shown to have been only a portion of the "balance whatever the same may be" which is dedicated by the treaties of 1835–36 and 1846, to be "equally divided between all the people belonging to the Cherokee Nation east according to the census just completed," must apply with equal force to the remainder of that balance now ascertained to be due from the United States, the principal of which is reported to be $1,111,284.70. And therefore those Cherokees and their descendants, or their legal representatives, who elected to remain and did remain east of the Mississippi River, and who were recognized in 1850–51 as entitled to their per capita shares of the partial and incomplete balance of the said treaty fund, then ascertained and distributed according to the terms of the treaties, are also entitled to their per capita shares of so much of said treaty "balance" as remains unpaid and undistributed, whatever the amount thereof may be; and "as soon as an appropriation is made for this treaty" money, in payment of the claim for said unpaid balance, they will be entitled to receive their just and proper per capita shares thereof.

The status of those Cherokees, who did not remove to the lands west of the Mississippi River, is shown by the provisions of the treaties relating to them which are hereinbefore referred to, and to the frequent acts of legislation by Congress for their welfare.

The act of July 29, 1848, directed the Secretary of War to "cause to be ascertained the number and names of such individuals and families, including each individual of every family of the Cherokee Nation of Indians, that remained in the State of North Carolina at the time of the ratification of the treaty of New Echota, May twenty-three, eighteen hundred and thirty-six, and who have not removed west of the Mississippi, or received the commutation for removal and subsistence, and report the same to the Secretary of the Treasury;" whereupon the Secretary of the Treasury was required to set apart a fund equal to their commuted removal and subsistence allowance, the interest thereon, at 6 per cent, to be paid to said individuals or their legal representatives, etc. (9 Stat., 264.)

In the act of July 27, 1868, it is provided as follows:

"SEC. 2. *And be it further enacted*, That the Secretary of the Interior shall cause a new roll or census to be made of the North Carolina or Eastern Cherokees, which shall be the roll upon which payments due said Indians shall be made.

"SEC. 3. *And be it further enacted*, That hereafter the Secretary of the Interior shall cause the Commissioner of Indian Affairs to take the same supervisory charge of the Eastern or North Carolina Cherokees as of other tribes of Indians." (15 Stat., 228.)

In the act of August 7, 1882 (22 Stat., 328), provisions are made for the employment of "an agent for the Eastern Band of Cherokee Indians," in accordance with the act of July 27, 1868; for enabling "the Secretary of the Interior to cause the census to be taken and a new roll to be made of all the Cherokee Indians remaining east of the Mississippi River;" and to enable the Secretary of the Interior to investigate and report to Congress what in his opinion would be an equitable settlement of all matters of dispute between the Eastern Band of Cherokee Indians (including all Cherokees residing east of the Mississippi River) and the Cherokee or nation west, etc.

The census and enrollment made under that law shows that there were at that time 2,956 individuals comprising the Eastern Band of Cherokee Indians. Of that enrollment, the Commissioner of Indian Affairs states in his annual report for 1884, that:

"It contains the names of 1,881 members residing in North Carolina, 758 in Georgia, 213 in Tennessee, 71 in Alabama, 11 in Kentucky, 8 in New Jersey, 5 in Virginia, 3 each in Kansas (at present) and South Carolina, and 1 each in California, Colorado, and Illinois (at present), making a total membership of 2,956.

It gives the English and Indian names (when they have both), the age and sex of each, and the residence or post-office address of every family or single person, together with the relationship of each member of a family to the head thereof. Reference is also made to the numbers opposite their names, or the names of their ancestors on the previous rolls above noted, that they may be identified there, and there are such marginal references and explanatory notes as special cases seemed to require. Thus no person's name was enrolled on this list whose name or the name of whose ancestor does not appear on some one of the previous lists, and all except 47 on the previous lists are accounted for, either as dead, as having gone West to reside with the Nation in the Indian Territory, or by enrollment as now residing east of the Mississippi River. These 47 persons whose whereabouts could not be ascertained are believed by their friends and relatives to have either died, gone West, or to be now known by different names from those under which they were previously enrolled. A list of the 47 names is given with this census. While the agent was engaged in the work various persons presented themselves to him, claiming to be Eastern Cherokees or their descendants, whom he declined to enroll, not believing the evidence they submitted sufficient to sustain their claims. He files with the census a list of their names, accompanied by all the papers and information he had received or could obtain in reference to them, which may be useful in case any of those so rejected in future claim that they have been wronged.

"The census list, together with all evidence and information available pertaining to it, was laid before a council of the Eastern Cherokees at their request (due notice having been given to the Cherokee Nation in the Indian Territory to be present by delegates if they so desired), and after having been carefully scrutinized by said council was fully approved by them. A certificate signed by the council to that effect accompanies the list, which list, after having been carefully examined and compared with the previous rolls in this office, was on my recommendation approved by the Department on the 4th of last February." (See pp. li and lii, Annual Report of the Commissioner of Indian Affairs for 1884.)

The report made to Congress by the Secretary of the Interior, as to adjustment of differences between the Eastern and Western Cherokees, under and in pursuance of the law of August 7, 1882, may be found in House Ex. Doc. No. 79, Forty-seventh Congress, second session.

If any legislation resulted from the investigation and report thus made to Congress, it is the clause in the deficiency appropriation act of March 3, 1883 (22 Stat., 585), whereby "the Eastern Band of Cherokee Indians is hereby authorized to institute a suit in the Court of Claims against the United States to determine the rights of the said band in and to the moneys, stocks, and bonds held by the United States in trust for the Cherokee Indians, accruing out of sales of lands lying west of the Mississippi River; and also in a certain other fund, commonly called the permanent annuity fund, to which suit the Chero[illegible] Nation, commonly called the Cherokee Nation west, shall be made a party defe[illegible]t."

The said law also contains provisions as to the procedure for said suit, as to evidence, as to jurisdiction, as to appeal to the Supreme Court of the United States, etc.

The suit was instituted and tried by the Court of Claims, and was appealed to the Supreme Court, resulting in both courts holding that the petitioners (the Eastern Band of Cherokee Indians) have no rights in law or in equity in and to the money, stocks, and bonds held by the United States in trust for the Cherokees, arising out of the sales of lands lying west of the Mississippi River, nor in and to a certain

other fund, commonly called the permanent annuity fund, mentioned in the act of March 3, 1883. (22 Stat., 585.) (See 20 C. Cls., 483; and 117 U. S. Reports, 288.)

These decisions cover and relate only to the funds concerning which the suit was authorized to be brought, and which are specifically referred to therein. It will be observed that the suit was not authorized to include any money claimed to be due from the United States for land ceded by the Cherokees east of the Mississippi River; that no such money or claim therefor was included in said suit, and no such claim or money was therefore covered by the decisions of the courts upon the case thus litigated.

In the decision of the Supreme Court on the case just referred to, after describing or stating the status of the Cherokees comprising what is now the Eastern Band of Cherokees, the court—Justice Field rendering the decision—makes statements pertinent to the matter now under consideration as follows:

"Nor is the band, organized as it now is, the successor of any organization by any treaty or law of the United States. Individual Indians who refused to remove west, and preferred to remain and become citizens of the States in which they resided, were promised certain moneys, but there is no evidence that the petitioners have succeeded to any of their rights. The original claimants have probably all died, for fifty years have elapsed since the treaty of 1835 was made, and no transfer from them or their legal representatives is shown. But assuming that the petitioners represent all rightful demands of the Cherokees living in North Carolina when the treaty was made, what were those demands? As designated by articles 12 and 15 of the treaty, these Cherokees were to receive 'their due portion of all the personal benefits accruing under the treaty for their claims, improvements, and per capita.' The term 'claims' had reference to demands for spoliations of their property which existed prior to the treaty. The improvements were those made on the property ceded. By per capita was meant the proportionate amount given to each Cherokee east not choosing to emigrate of the money received on the cession of the lands east of the Mississippi after deducting certain expenditures mentioned in article 15. Whatever may have remained for the per capita distribution mentioned, it is plain that it constituted no portion of the moneys that formed the fund which the petitioners seek by this suit a proportionate part. By the treaty of 1846 certain sums were allowed in addition to the $5,000,000 specified in the treaty of 1835, and from the whole amount certain items other than those three designated were to be deducted, and the balance was to be paid over per capita in equal amounts to all the individuals, heads of families, or their legal representatives, entitled to receive it under that treaty." (117 U. S. Reports, 310.)

The Supreme Court could not have been more explicit as to the rights of the members of the Eastern Band of Cherokees, or their legal representatives, in and to their per capita shares of the balance of the money found to be remaining due to the Cherokee people for lands ceded to the United States under the treaties of 1835–36 and 1846, if it had had that question directly before it in the suit then pending. Their rights are so clear and so explicitly defined by the treaties that there can be no room for dispute on the matter.

The clause in the Cherokee agreement, and the law of Congress ratifying the same, requiring the accounting by the United States, calls for "a complete account of moneys due the Cherokee Nation," under the treaties and laws specified; and it further provides: "If it shall be found upon such accounting that any sum of money has been so withheld, the amount shall be duly appropriated by Congress, payable to the Cherokee Nation upon the order of its national council."

It will also be observed that, notwithstanding the clear and definite provisions of the treaties as to the disposition to be made of the "balance, whatever the same may be," that is owing by the United States to the Cherokee people from the amounts constituting the consideration for cession of lands, etc., made under the treaties of 1835–36 and 1846, the national council of the Cherokee Nation, in its act approved December 1, 1894, makes a request that the Congress of the United States make "an immediate appropriation, in accordance with the act of March 3, 1893, for the ratification of the sale of the Cherokee lands west of the Arkansas River, known as the Cherokee 'outlet.'" (See House Ex. Doc. 182, Fifty-third Congress, third session, p. 32.)

In other words, the national council of the Cherokee Nation ask that the whole amount of the money reported, as per the accounting thus rendered, to be due from the United States be appropriated by Congress and be made "payable to the Cherokee Nation upon the order of its national council."

The Secretary of the Interior, in reporting the matter to Congress, as per the report and papers set out in House Ex. Doc. 182, Fifty-third Congress, third session, does not call attention to the fact that a portion of the money so reported by him to be due from the United States, and which the Cherokee Nation ask to be appropriated and be made "payable to the Cherokee Nation, upon the order of its national council," inures, under specific treaty provisions, to certain of the Cherokee people who

have now no direct or immediate connection with the Cherokee Nation in the Indian Territory, but who reside in the East, having refused to remove West. and who would, therefore, receive no benefits from any money paid by the United States over to the national treasurer of the Cherokee Nation in the Indian Territory.

If the United States should pay the whole amount of money reported to be due under the treaty of 1835 to the "Cherokee Nation, upon the order of its national council," the claims under that treaty of those individuals, heads of families, or the legal representatives of the Cherokee people who elected to remain in the East, for their per capita shares of said money would still remain unsettled, unadjusted, and undischarged, and would continue to exist as a charge against the United States until settled and paid as prescribed by the treaties of 1835–36 and 1846.

It is therefore respectfully urged that the honorable Attorney-General, in rendering his report upon the accounting, as he is required by Congress to do, as hereinbefore shown, set forth the facts and the provisions of treaties and laws bearing upon the rights. claims, and interests of those individuals, heads of families, or their legal representatives, of the Cherokee people who reside in the east, and who now comprise what is known as the Eastern Band of Cherokee Indians, to the end that, when the appropriation shall be made for the payment of the "balance, whatever the same may be," that shall be ascertained to be due and payable by the United States, under the treaties of 1835–36 and 1846, proper provision may be made therein by Congress for the per capita payment of the proportionate share of said money to those individuals, heads of families, or their legal representatives, of the Cherokee Indians who remained in the east, under the provisions of said treaties, and who yet reside in the east.

The Cherokees residing in the east have no concern and do not wish to interfere with the manner of the payment of so much of the money as shall be ascertained, reported, and appropriated to be due from the United States under the treaties of 1835–36 and 1846 as shall inure and be payable to those Cherokees in the west, and entitled to receive the same under said treaties; but they do object to and protest against so much of the said money as inures to them being paid to the "Cherokee Nation, upon the order of the national council," or to said Cherokee Nation otherwise; on the contrary, they insist that their proportionate share of said money, when appropriated, shall be paid to them directly, as the treaties prescribe, under the supervision of the Secretary of the Interior, or such other officer of the United States as Congress may direct.

This right and proper request can be complied with by Congress by providing, in the proper clause of law making the appropriation, somewhat as follows:

"*Provided*, That so much of said amount as is necessary to make the per capita payments to those individuals, heads of families, or their legal representatives, of the Cherokee Indians residing east of the Mississippi River, of their proportionate share of the money hereby appropriated to be due and payable under the treaty of 1835, shall be held in the Treasury of the United States to the credit of the Eastern Band of Cherokee Indians, the same to be paid as soon as practicable, under the direction of the Secretary of the Interior, to those persons 'entitled to receive it' under the provisions of the treaty governing the distribution thereof, less such amount as shall be necessary to pay the claims for legal services and expenses incurred by the attorneys employed by the said Eastern Band of Cherokee Indians, by contract duly executed and filed in the Department of the Interior, for the prosecution of their claim for their proportionate amount of the said money so found and reported to be due to the Cherokee Indians under the treaty of 1835."

We respectfully request on behalf of our clients, the Cherokees living east of the Mississippi River, that the question of their right to and interest in a proportionate share of said moneys so reported to be due from the United States may receive your consideration, and that when you comply with the law of March 2, 1895, which requires the Attorney-General "to review the conclusions of law reached by the Department of the Interior in said account and report his conclusions thereon to Congress at its next regular session," a clear exposition will be made on the question to whom are due the moneys so reported to be due from the United States under the provisions of the treaties and laws required to be considered in rendering the account.

R. V. BELT,
1314 Tenth street N. W., Washington, D. C.,
W. T. CRAWFORD,
Waynesville, N. C.,
Attorneys for the Eastern Band of Cherokee Indians.

WASHINGTON, D. C., *December 7, 1895.*

It subsequently appeared by the record of Congressional proceedings that the report of the Attorney-General upon the matter was laid before the Senate on December 9, 1895. As that report bears date

December 2, 1895, it was apparently closed and perhaps in the hands of the proper officers of the Senate before the brief of our attorneys was laid before the Attorney-General, on the 7th of December, 1895.

In view of these facts, and as the subject-matter is now before the Congress for its consideration and action, we beg leave to present this memorial for the purpose of bringing to the attention of the Congress the rights, interests, and claims of the members of the Eastern Band of Cherokee Indians in and to the said moneys so reported by the Secretary of the Interior to be due and payable by the United States, under the treaties and laws specified in the agreement of December 19, 1891, with the Cherokee Nation of Indians.

It is respectfully requested that in any legislation that shall be enacted by the Congress of the United States making an appropriation of said moneys, and for the payment thereof, that provision be made as indicated in the brief of our said attorneys, or in any other appropriate manner to effect the purpose, for the payment to the members of the Eastern Band of Cherokee Indians of their per capita shares of such moneys, according to their rights and interests therein, as provided in the treaties and laws governing the matter; or that, if any other legislation shall be enacted on the subject, due and appropriate provision be made therein respecting, including, and covering the rights and interests of the members of the Eastern Band of Cherokee Indians.

And your memorialists will ever pray.

JULIAN W. HADDON, *Witness.*

JAMES BLYTHE, *Witness.*

BIRD SOHONEETA,*
Chairman of Council.

ANDY STANDINGDEER,*
Chief.

R. B. SMITH,
Assistant Chief.

ROBERT V. BELT, *Washington, D. C.,*
W. T. CRAWFORD, *Waynesville, N. C.,*
Attorneys for the Eastern Band of Cherokee Indians.

Interpreted by James Blythe, interpreter.

CHEROKEE, N. C., *January, 1896.*

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* Signatures in Cherokee characters.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 144.

IN THE SENATE OF THE UNITED STATES.

MARCH 3, 1896.—Referred to the Committee on the District of Columbia and ordered to be printed.

The VICE-PRESIDENT presented the following

RESPONSE OF THE COMMISSIONERS OF THE DISTRICT OF COLUMBIA TO SENATE RESOLUTION OF JANUARY 29, 1896, RELATIVE TO THE NUMBER OF MILES OF CONDUITS, PIPES, OR UNDERGROUND WAYS IN THE CITY OF WASHINGTON AND THE DISTRICT OF COLUMBIA.

OFFICE COMMISSIONERS OF THE
DISTRICT OF COLUMBIA,
Washington, March 2, 1896.

DEAR SIR: The Commissioners of the District of Columbia have the honor to transmit herewith their response to the following resolution of the Senate:

IN THE SENATE OF THE UNITED STATES, *January 29, 1896.*

Resolved, That the Commissioners of the District of Columbia be, and they are hereby, directed to give to the Senate full information of the number of miles of conduits, pipes, or underground ways in the city of Washington and the District of Columbia, specifying the miles in each owned or controlled by the Government of the United States, the city of Washington, or the District of Columbia, and the number of chambers in such conduits, pipes, and underground ways; also the number of chambers of said conduits, pipes, or underground ways occupied by telegraph or telephone wires, and the names of the companies or persons, respectively, whose wires occupy the same, if any, and the number of said chambers reserved, if any, and the extent of said reservation, and to whom, in miles and feet; and whether any such telegraph or telephone company or person, as the case may be, pays the city of Washington, the District of Columbia, or the Government of the United States rent or compensation for the use thereof, and if so, the amount thereof.

Attest:

WM. R. COX, *Secretary.*

The various letters hereunto attached give the mileage of conduits owned by the United States, the city of Washington, or District of Columbia, and the number of chambers in such conduits, pipes, and underground ways; also the number of chambers of said conduits, pipes, or underground ways occupied by telegraph or telephone wires, and the names of the companies or persons, respectively, whose wires occupy the same, as each of the companies mentioned in the attached letters owns and occupies its own system of conduits.

There are no chambers reserved in any of the conduits for the use of any company except the company owning the conduits.

The Chesapeake and Potomac Telephone Company, as stated in accompanying letter, has offered to allow the District of Columbia to place wires in its main conduits, but the District has never availed itself of this privilege on account of lack of appropriation for the purpose. I do not think that there is any agreement, in writing, between the Chesapeake and Potomac Telephone Company and the District of Columbia reserving any of its conduits for District purposes.

The Auditor of the District of Columbia states that there is no record that any telegraph or telephone company, or person, pays the city of Washington, or the District of Columbia, or Government of the United States, rent or compensation for the use of conduits.

Very respectfully,

JOHN W. ROSS,
President Board of Commissioners, District of Columbia.

Hon. A. E. STEVENSON,
President of the Senate.

OFFICE OF PUBLIC BUILDINGS AND GROUNDS,
Washington, February 18, 1896.

DEAR SIR: Replying to your letter of the 18th instant, requesting certain information in reference to conduits, pipes, etc., in the District of Columbia owned or controlled by the United States, I have the honor to state that the only conduits owned by the United States which are used by this office are as follows:

(1) One 6-inch pipe conduit, 135 feet long, running from the northwest corner of Seventeenth and G streets NW. across Seventeenth street to the State, War, and Navy building and occupied by telegraph and telephone wires.

(2) One 8-inch pipe conduit, 350 feet long, running from the south side of B street NW. and North Capitol street through the Capitol Grounds into the basement of the United States Senate and occupied by telegraph wires.

It is possible that there may be other conduits, pipes, etc., under control of other Departments of the Government.

Very respectfully,

JOHN M. WILSON,
Colonel of Engineers, U. S. A.

Hon. JOHN W. ROSS,
President Board of Commissioners, District of Columbia.

OFFICE SUPERINTENDENT TELEGRAPH AND TELEPHONE SERVICE,
Washington, February 7, 1896.

DEAR SIR: In reply to your request, I have the honor to reply that the District government owns about 5¼ miles of conduits—one chamber only in each; and in which was laid about 25 miles of wire.

As a matter of fact, we have no conduits whatever, for these cables were laid in a cheap wood box in the earth, only about 18 inches below the surface, and for want of better protection the cables have been so injured that nearly all have been thrown out of use.

Respectfully,

HENRY R. MILES,
Superintendent Telegraph and Telephone Service, District of Columbia.

Capt. G. J. FIEBEGER,
Assistant to Engineer Commissioner.

WESTERN UNION TELEGRAPH COMPANY, MANAGER'S OFFICE,
Washington, D. C., February 21, 1896.

DEAR SIR: Acknowledging receipt of your letter of the 11th instant, I have to report the only conduit owned and used by this company at present is the single duct conduit (portion iron and portion terra cotta pipe), located under the sidewalk on South Capitol street, from B to C streets, and thence through the Capitol grounds to the Capitol building. Total length of conduit about 1,200 feet; total number miles of wire, about 3 miles.

We also have about 2 miles of underground wire in the Government conduit from the corner of B and North Capitol streets through the Capitol grounds to the Capitol building.

Very respectfully,

M. MAREAN, *Manager.*

Capt. G. J. FIEBEGER,
Corps of Engineers, Assistant Engineer Commissioner, District of Columbia.

THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY,
Washington, February 19, 1896.

DEAR SIR: As per direction of the president of this company, I herewith furnish you, in compliance with your request of the 12th instant, the following information relating to the subways of this company in Washington:

MAIN SUBWAYS.

Trench.		Cable capacity.	Total feet of duct.	
Feet.	*In.*		*Feet.*	*In.*
76	0	72	5,472	0
176	3	64	11,280	0
774	9	56	43,386	0
1,534	5	40	61,376	8
465	6	32	14,896	0
304	6	25	7,612	6
2,072	1	24	49,730	0
1,576	3	18	28,372	6
637	0	17	10,829	0
5,823	9	16	93,180	0
212	0	13	2,756	0
5,068	2	12	60,818	0
114	0	9	1,026	0
14,470	2½	8	115,761	8
184	0	7	1,288	0
20,008	10	6	120,053	0
65	6	4	262	0
53,563 (10.1 miles.)	2½	.....	628,099 (11.9 miles.)	4

BRANCH SUBWAYS.

2,144	11	2 (streets.)	4,289	10
4,927	11	1 ...do....	4,927	11
1,000	8	2 (alleys.)	2,001	4
9,305	3	1 ...do....	9,305	3
17,378 (3.3 miles.)	9	.....	20,524 (3.9 miles.)	4

Total for city: 70,941 feet, 11½ inches of subway trench, containing 648,623 feet, 8 inches of duct. There are 152 B manholes and 41 A manholes.

Very respectfully, yours,

A. P. CRENSHAW,
General Superintendent of Construction.

Capt. G. J. FIEBEGER,
Office of Engineer Commissioner, District of Columbia.

THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY,
Washington, February 23, 1896.

DEAR SIR: I have just received your letter of the 21st instant, asking for information as called for in the resolution of Senator Allen, of January 29, 1896.

All the information called for by this resolution is in your possession, with the exception of that asked for in lines 9, 10, 11, 12, 13, and 14, in relation to the number of ducts occupied by telephone cables, and the number of ducts reserved. I give you herein a detailed statement of the number of ducts and the number occupied by us, and, with respect to the reservation, I beg to say that the only ducts reserved are those for our own growth and development, as it has never been in contemplation to permit any wires of any other company, whether telephone, telegraph, or electric lighting, to occupy our underground system.

There are 112 ducts, 36 of which are occupied by cables of this company, which also has 25 cables in the old solid system which have not yet been transferred to the new system, but this transfer we are now engaged upon. In addition to these we will, from this time forward be constantly drawing in more or less cable.

While no stipulations in relation to the reservation of a duct for the use of the District government has ever been made, I have always been ready and willing, as evinced by conversation with the Commissioners at different times during the past

five years, to permit the District, without charge or expense to it, to use a duct in any part of our main system (by "main system" I mean to exclude branches where the capacity is limited to one or two ducts), under such reasonable conditions in relation to the use of manholes as might be prescribed by this company for the protection of its underground plant.

Very truly, yours,

SAM'L M. BRYAN,
President and General Manager.

Capt. G. J. FIEBEGER,
Office of the Engineer Commissioner, District of Columbia.

POSTAL TELEGRAPH-CABLE COMPANY,
Washington, February 12, 1896.

DEAR SIR: Your letter of yesterday duly received. Our underground system consists of the following: 7,158 feet of 23-conductor cable; 3,598 feet of 13-conductor cable; 3,559 feet of 10-conductor cable, all laid in single duct conduits.

If this statement does not fully meet your requirements kindly let me know.

Very respectfully,

W. H. ALLEN, *Manager.*

Capt. G. J. FIEBEGER,
Assistant in Charge of Surface Department,
Office of the Engineer Commissioner, District of Columbia.

UNDERGROUND CONDUITS OF THE UNITED STATES ELECTRIC LIGHTING COMPANY.

In the District of Columbia (all in the city limits, except 130 feet on Seventh street extended):

	Feet.
2-way conduits	129,520
4-way conduits	33,260
6-way conduits	42,280
6-inch round pipe	7,460
2-way conduit (county)	130
	212,650

(Or 40.3 miles.)

Alley conduits and house connections amount to 22,720 feet, or 4.3 miles in addition to the above. Total conduits, 44.6 miles.

The information as to number of ways in the various conduits was obtained from the electric lighting company.

OFFICE ENGINEER COMMISSIONER, DISTRICT OF COLUMBIA,
Washington, February 14, 1896.

DEAR SIR: Senate resolution of January 29, 1896, calls upon the Commissioners of the District of Columbia, "to give to the Senate full information of the number of miles of conduits, pipes, or underground ways in the city of Washington and the District of Columbia, specifying the miles in each owned or controlled by the Government of the United States, the city of Washington, or the District of Columbia * * * and whether any such telegraph or telephone company, or person, as the case may be, pays the city of Washington, the District of Columbia, or the Government of the United States, rent or compensation for the use thereof; if so, the amount thereof."

Please advise me as to the clause in this resolution relating to compensation or rent.

Very respectfully,

G. J. FIEBEGER,
Captain, Corps of Engineers.

Mr. J. T. PETTY,
Auditor, District of Columbia.

FEBRUARY 15, 1896.

Respectfully returned.

I know of no rent or compensation ever having been received by the Government on this account.

J. T. PETTY,
Auditor, District of Columbia.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 145.

IN THE SENATE OF THE UNITED STATES.

MARCH 3, 1896.—Referred to the Committee on Public Lands and ordered to be printed.

Mr. CALL presented the following

MEMORIAL OF W. R. STOKELY, H. M. STOKELY, AND MICHAEL F. HARRINGTON, OF ST. JOHN COUNTY, FLA., PRAYING THE PASSAGE OF A LAW CONFIRMING THEIR ENTRIES TO CERTAIN LANDS IN THE STATE OF FLORIDA.

To the honorable the Senate and the House of Representatives of the United States in Congress assembled:

The memorial of W. R. Stokely, H. M. Stokely, and Michael F. Harrington, of the county of St. John, in the State of Florida, humbly showeth that they settled on land on Anastasia Island, and improved same, as follows:

On July 22, 1889, W. R. Stokely applied to homestead lot 4 of section 21, township 7 south, of range 30 east, and his application was rejected on account of the Jesse Fish private land claim.

He (W. R. Stokely) followed it up by settlement on the land in September, 1889, placing thereon improvements valued at over $1,000, and he and his family have resided thereon continually, and cultivated a portion of the land every year, up to the present time.

In February, 1891, H. M. Stokely applied to homestead lot 7 of section 21, township 7 south, of range 30 east, and his application was rejected on account of the Jesse Fish private land claim. He (H. M. Stokely) in the summer of 1891 settled upon the land, placed thereon about $500 in improvements, and has resided there continually up to the present time, and cultivated a portion of it.

On July 12, 1889, Michael F. Harrington applied to homestead lot 3, section 27, township 7 south, range 30 east, south $\frac{1}{2}$ of northeast $\frac{1}{4}$ and northwest $\frac{1}{4}$ of southeast $\frac{1}{4}$ section 28, township 7 south, range 30 east, and his application was rejected on account of the Jesse Fish private land claim. He (Michael F. Harrington) followed it up by settlement on the land on July 12, 1889, placing thereon improvements valued at over $1,000, and he and his family have resided thereon continually, and cultivated a portion of the land, up to the present time.

Your memorialists represent that said lands are located on what has always been known as the King's quarries, as will appear by reference to a copy of "Proof and Boundary and Possession" (see American State Papers, Public Lands, vol. 4, p. 703, Gales & Seaton's edition), which accompanies this memorial (lettered A).

Your memorialists represent that the south line of Michael F. Harrington's claim is on the King's road, as said line is directly opposite,

and east of the orange grove and dwelling house on the plantation spoken of in said "Proof, Boundary, and Possession;" W. R. Stokely's and H. M. Stokely's claims are still further north of said King's road and boundary line.

Your memorialists further represent, that on the 5th day of June, 1884, the State of Florida, per list No. 17, applied to select said lot 4 and lot 7 as swamp and overflowed land; and on July 3, 1888, H. Robinson, State agent, applied to select lot 4 of section 21, township 7 south, of range 30 east, with Palatka indemnity certificate No. 4, list No. 8, which was rejected.

On the same day the same officer applied to select lot 7, same township and range, by certificate list No. 9, which was also rejected on account of the Jesse Fish private land claim.

Application to locate Palatka indemnity scrip was made for the land claimed by Michael F. Harrington; also rejected by the register and receiver.

Your memorialists represent that Palatka indemnity scrip was issued to the State of Florida in lieu of the State selection as swamps and overflowed land, which was occupied by homestead settlers.

Your memorialists further represent that under an act of Congress, passed in 1850, entitled "An act to enable the State of Arkansas and other States to reclaim the swamp lands within their limits only entitles the State to swamp lands. (See Judge Locke's decision, February 8, 1896, lettered B.)

Your memorialists further represent that all of the said lands in question are dry lands, not swampy, or overflowed.

Your memorialists represent that they have endeavored in every way to improve the land claimed according to the homestead laws of the United States, and that we are all native-born citizens.

Your memorialists further represent they are on the land always known as the King's quarries, as the excavations are plainly visible where the stone was taken out, which will appear by reference to affidavits of witnesses, William Hagin and Vincent J. Mickler, corroborating same (lettered C).

Your memorialists therefore pray that Congress would grant a relief to us, so that we can complete our entries.

W. R. STOKELY.
H. M. STOKELY.
MICHAEL F. HARRINGTON.

ANASTASIA, FLA., *February 27, 1896.*

A.

[American State Papers, Public Lands, vol. 4, page 703, Gales & Seaton's edition.]

PROOF OF BOUNDARY AND POSSESSION.

Being at the plantation called the Orange Grove, in the island of St. Anastasia, July 10th, 1795, in conformity with what is provided in the foregoing decree, we proceeded to the marking the boundaries of the land comprised in the proceedings.

Don Manual Solano, the appraiser appointed for the purpose, passing from said place to where the quarries of the King and of individuals are situated, who, passing along the ancient boundaries with Don Jose Lorente, chief master of the royal works, who accompanied him to inform himself; Don Tadeo Arribas, officer of the royal comptroller's office, from the employment of the collector, for his fiscal cognizance, and I, the present notary, went fixing up stakes to point out said boundaries across the island, and separated the said quarries, saying that all besides them was

what corresponded to Don Jose Fish; to whom, being also present, I, the said notary, in discharge of the commission which was conferred upon me, put him in possession of the land pointed out, leading him into it by the hand and riding together on horseback, by various places, until arriving at the dwelling house; all of which I did as a token of said possession, which he took quietly, peaceably, and without contradiction.

In testimony of which, and for due proof, I have extended the present proceedings which all signed, with the exception of Salano, who said he did not know how; and all of which I attest.

TADEO DE ARRIBAS.
JOSE FISH.
JOSE LORENTE.

B.

THE ANASTASIA CASE—THE CLAIMANTS GAIN THE FIRST POINT IN THE LEGAL BATTLE.

A decision was rendered in the United States court yesterday by Judge Locke in the case of Charles M. Furman, of Clemson College, S. C.; Bolivar B. Furman, of Somerville, S. C.; Alester G. Furman, of Greenville, S. C., *v.* Henry L. Mitchell, governor of Florida; W. D. Bloxham, comptroller of Florida; C. B. Collins, treasurer of Florida; W. B. Lamar, attorney-general of Florida, and L. B. Wombwell, commissioner of agriculture of Florida, constituting the board of trustees of the internal improvement fund of Florida, the Florida Coast Line Canal and Transportation Company, the St. Johns Railway Company; H. S. Cummings, of Washington, D. C.; John A. Henderson, of Tallahassee; Jennie C. MacGonigle and John N. MacGonigle, of St. Augustine.

The court overruled the demurrer of the defendants to the complainant's bill to remove a cloud from the title of a large portion of Anastasia Island, in St. John County. Title to this property is claimed through a long string of ancestors, dating back to a grant of the Government of Spain to Jose or Joseph Fish, otherwise known as Jesse Fish, under date of June 19, 1795, and afterwards confirmed by treaty with the United States on February 19, 1821.

The demurrer to the bill was on the ground that the court had no jurisdiction, as the title to the property had been fully settled years ago. The overruling of the demurrer is a victory for the complainants, but the defendants are given until the rule day in March to plead an answer.

The complainants, in their bill, declare that the property was claimed by the State of Florida under an act of Congress passed in 1850, entitled "An act to enable the State of Arkansas and other States to reclaim the swamp lands within their limits." The United States Government also issued a patent to Florida for the land on September 18, 1856, and the legislature of Florida passed an act January 6, 1895, entitled "An act to provide for and encourage a liberal system of internal improvements," by which act the board of trustees of the internal improvement fund of Florida was created. On may 13, 1885, a deed of conveyance of 539.49 acres to the Florida Coast Line Canal and Transportation Company was executed by the trustees; on September 21, 1886, 328.10 acres were conveyed to the St. Johns Railway Company, and on July 30, 1892, 286.28 acres were conveyed to John A. Henderson, all of which is declared to have been illegal.

C.

Wm. Hagin and Vincent J. Mickler, being duly sworn, doth depose and say that they are well acquainted with the said memorialists, W. R. Stokely, H. M. Stokely, and Michael F. Harrington, and that they are living on and have improved the land they claim.

That said lands are known as the King's quarries, and that excavations are still plainly visible where the stone was taken out, and clippings of the stones are still remaining, which are well rotted. Large cedar trees and oak trees are now growing where the excavations were made, and said lands are dry lands, not swampy, or subject to overflow.

WM. HAGINS.
V. J. MICKLER.

Sworn to and subscribed before me this 27th day of February, A. D. 1896.

[SEAL.]

DAVID L. DUNHAM,
Clerk Circuit Court for St. John County, Fla.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 146.

IN THE SENATE OF THE UNITED STATES.

MARCH 4, 1896.—Referred to the Committee on the District of Columbia and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE COMMISSIONERS OF THE DISTRICT OF COLUMBIA, IN RESPONSE TO SENATE RESOLUTION OF FEBRUARY 5, 1896, RELATIVE TO THE ISSUING OF PERMITS FOR THE CONSTRUCTION OR ERECTION OF ADDITIONAL OVERHEAD WIRES IN THE DISTRICT OF COLUMBIA SINCE THE 15TH DAY OF SEPTEMBER, 1888.

OFFICE COMMISSIONERS OF THE DISTRICT OF COLUMBIA,
Washington, March 2, 1896.

SIR: The Commissioners of the District of Columbia have the honor to transmit herewith their response to the following resolution of the Senate:

IN THE SENATE OF THE UNITED STATES,
February 5, 1896.

Resolved, That the Commissioners of the District of Columbia be, and they are hereby, directed to report to the Senate whether, since the 15th day of September 1888, any permits have been issued for the construction or erection of additional overhead wires in the District of Columbia; and if so to whom such permits were given and under what authority of law the same purport to have been issued, together with a list of such permits, and whether thereunder any additional overhead wires have been erected in said District; and if so where and by whom the same have been erected. Also, whether under the said act of March 3, 1891, or under any other act any permits have been issued by said Commissioners for placing underground, in any of the avenues, streets, alleys, sidewalks, footways, or other public ways in the District of Columbia, any conduits or subways for electric wires which were not an addition to, or extension of, a previously existing conduit or subway established under previously existing law, and if so the names of the persons or corporations to whom such permits have been issued, the avenues, streets, alleys, footwalks, or other passageways covered by such permits; also, what work, if any, has been done under such permits, and by whom, and under what authority of law said permits purport to have been issued and said work performed.

Attest: WM. R. COX, *Secretary.*

Since September 15, 1888, four permits have been granted by the Commissioners for the erection of overhead wires upon and over streets and avenues in the city of Washington, as follows:

September 14, 1892, permission given to the illuminating committee of the citizens' executive committee to erect overhead wires, in accordance with public resolution No. 25, approved July 26, 1892. These wires have since been removed.

February 12, 1893, permission given to the Western Union Telegraph Company, in accordance with public resolution No. 13, approved February 15, 1893, to extend insulated overhead wires from their line on Seventh street into the Pension building. These wires have since been removed.

February 12, 1894, permission granted to the superintendent of the District telegraph and telephone service of the District of Columbia to erect overhead wires on Four-and-a-half street, SW., to replace a defective cable, the same being necessary for the public safety. A full history of this case, together with an opinion of the attorney for the District of Columbia that existing law did not prohibit the erection of these public overhead wires, is given in the Commissioner's report of March 1, 1894, in answer to Senate resolution of February 20, 1894.

February 19, 1894, permission granted to the Architect of the Capitol for the United States Government to erect poles and string a telephone wire from house near the Capitol to House folding room, located in square 635, the same being represented to the Commissioners as absolutely necessary for the public service, and for which an appropriation of funds was available.

Copies of these permits are herewith transmitted.

Neither the act approved July 18, 1888, nor any subsequent acts of Congress prohibited the erection of overhead wires in the alleys in the city of Washington, nor the erection of overhead wires in any part of the District of Columbia outside of said city. Under the general police powers conferred upon them by Congress, the Commissioners have granted permits to the following corporations doing business in the District of Columbia to string overhead wires in alleys of the city of Washington, or in the District of Columbia outside of said city, as they were advised by their attorneys (copies of whose opinions they inclose) they had the right to do:

United States Electric Lighting Company, Chesapeake and Potomac Telephone Company, Western Union Telegraph Company, the Postal Telegraph Company, the Potomac Light and Power Company, Eckington and Soldiers' Home Railroad Company, Washington and Arlington Railroad Company, and J. Harris Rogers. It would take considerable time to make a transcript of all such permits granted since September 15, 1888, but it can be done if it be deemed advisable.

The appropriation act for the District of Columbia, approved August 7, 1894, contained the following paragraph:

> And the Commissioners of the said District are hereby empowered to authorize the erection and use of telephone poles in the public alleys of the city of Washington; provided, however, that all telephone poles so erected shall be subject to the use by the said District for the stringing of wires thereon to be used for fire alarm and police purposes without any charge therefor to the said District, such privileges as may be granted hereunder to be revocable at the will of Congress without compensation.

Under this authority permits have been granted the Chesapeake and Potomac Telephone Company to erect poles and string wires in the alleys of the city of Washington.

Under the act of March 3, 1891, which states that the prohibition to the extension of conduits, "is not to apply to necessary street or house connections for electric service, nor change of motive power on street railroads in compliance with existing law," permit was granted to the Potomac Light and Power Company on November 26, 1895, to make a house connection to 3305 M street NW. This connection has not been made.

Since March 3, 1891, the Commissioners have issued the following permits for the construction of conduits for electric wires which were not an addition to nor extension of a previously existing conduit or subway established under previously existing law:

The Commissioners having agreed to enter into a contract with the Potomac Light and Power Company to light the Aqueduct Bridge

permit was given this company on November 26, 1895, to lay an underground conduit across M street NW., for the purpose of connecting its existing lines with the Aqueduct Bridge. This conduct has not been constructed.

December 18, 1895, permit was given the Washington, Arlington and Falls Church Railroad, successors to the Washington and Arlington Railway, to construct a conduit across M street so as to replace two wires which had been formerly strung across the street.

Copies of the last three permits are herewith transmitted.

Very respectfully,

JOHN W. ROSS,
President Board of Commissioners, District of Columbia.

Hon. A. E. STEVENSON,
President of the Senate.

OFFICE COMMISSIONERS OF THE DISTRICT OF COLUMBIA,
Washington, D. C., September 14, 1892.

Ordered: That permission be given to the illuminating committee of the citizens' executive committee for the entertainment of the Grand Army of the Republic for the purpose mentioned in public resolution No. 25, approved July 26, 1892, and subject to the following conditions:

Provided, That the said conductors shall not be used for the conveying of electrical currents after September 27, 1892, and shall with their supports be fully and entirely removed from the streets and avenues of the said city of Washington on or before November 1, 1892: *Provided further,* That the stretching and removing of the said wires shall be under the supervision of the Commissioners of the District of Columbia, who shall see that the necessary precautions are taken for the protection of the public, and that the pavement of any street, avenue, or alley disturbed is replaced in as good condition as before entering upon the work herein authorized.

Provided further, That no expense or damage on account of or due to the stretching, operation, or removing of the said temporary overhead conductors shall be incurred by the United States or the District of Columbia.

Official copy furnished Engineer Department.

By order:

W. TINDALL, *Secretary.*

OFFICE COMMISSIONERS OF THE DISTRICT OF COLUMBIA,
Washington, February 12, 1894.

Ordered, That a line of poles be erected from the rear of the office of the telegraph and telephone service along Four-and-a-half street to Virginia avenue SW., terminating at No. 4 engine house, for the purpose of stringing the wires necessary for the public service in that section of the city.

Official copy furnished Engineer Department.

By order: W. TINDALL, *Secretary.*

ENGINEER DEPARTMENT, DISTRICT OF COLUMBIA,
Washington, February 24, 1893.

SIR: Permission is hereby granted the Western Union Telegraph Company, in accordance with public resolution No. 13, approved February 15, 1893, to extend insulated overhead wires from their line on Seventh street into the Pension building, and to erect the necessary poles for the same.

All poles and wires to be removed on or before March 14, 1893.

The work to be done at your own risk and expense under the direction and subject to the requirements of this office; to be commenced within ——— days from this date, and completed within ——— days thereafter.

JAS. L. LUSK,
Captain Engineers, U. S. A.,
Acting Engineer Commissioner, District of Columbia.
J. W. ROSS,
J. W. DOUGLASS.

MR. M. MAREAN,
Manager, Western Union Telegraph Company.

ENGINEER DEPARTMENT, DISTRICT OF COLUMBIA,
Washington, February 19, 1894.

SIR: Permission is hereby granted the United States Government to erect poles and string telephone wire to connect the House wing of the Capitol with the House folding room located in the stables formerly occupied by the Washington and Georgetown Railroad Company, in square 635, beginning at South Capitol and B streets, along B street to the west side of Delaware avenue, thence along this avenue to the 15-foot alley, thence along said alley to the building occupied by the folding room aforesaid.

The work to be done at your own risk and expense under the direction and subject to the requirements of this office; to be commenced within ——— days from this date, and completed within ——— days thereafter.

By order of the Engineer Commissioner, District of Columbia.

H. M. WOODWARD,
Permit Clerk, District of Columbia.

Mr. EDWARD CLARK,
Architect United States Capitol,
For the United States Government.

[Excavation permit—gas and electric conduit.]

No. 196, Book 44.] ENGINEER DEPARTMENT, DISTRICT OF COLUMBIA,
Washington, November 26, 1895.

Permission is hereby given to Potomac Light and Power Company to make the necessary excavation for the purpose of connecting 3305 M street NW. by subsurface conduit from pole in front of 3307 M street NW.

The conditions of this permit are as follows:

That this permit be kept on the ground while the work is being done, and exhibited whenever called for by the police or other person or persons having authority to examine the same; that no authorized underground constructions be injured or interfered with; that no improved pavement shall be disturbed until a deposit shall have been made to cover the cost of repairing the same; that all portions of the street excavated must be put in as good condition as before the excavation was made, and all materials or rubbish cleaned off immediately upon the completion of the work; that the trench must be filled up, thoroughly puddled and rammed within forty-eight hours after making the connection or repairs, and all rubbish removed as soon as the work is done; that during the execution of the work the trench be securely covered or inclosed from sunset to sunrise, and lighted lamps so placed after dark as to prevent accidents to persons or animals passing along the street; and the said Potomac Light and Power Company, their executors and administrators, will protect and save harmless the District of Columbia from any loss or damage in consequence of any injury received by reason of the said Potomac Light and Power Company failing to keep the street free from danger while the said work is being done.

Excavation in sidewalk.

By order of the Engineer Commissioner, District of Columbia.

H. M. WOODWARD, *Permit Clerk.*

[Permit 197, Book 44.]

OFFICE ENGINEER COMMISSIONER, DISTRICT OF COLUMBIA,
Washington, November 26, 1895.

Permission is hereby granted the Potomac Light and Power Company to lay an underground conduit across M street from its northern line to the head of the Aqueduct Bridge, located as follows:

Commencing at the existing pole, located about 1 foot north of the north curb of M street, and about 15 feet west of the west curb line to the Aqueduct Bridge and crossing M street to a point located about 4 feet west of the west curb line of bridge and about 6 feet south of the south curb. (See 9613, C, 1895.)

OFFICE COMMISSIONERS OF THE DISTRICT OF COLUMBIA,
Washington, December 18, 1895.

Ordered: That a permit be issued to the Washington, Arlington and Falls Church Railway Company, successors of the Washington and Arlington Railway Company,

to string two wires on the Aqueduct Bridge across the Potomac River, under the floor of the bridge, and to lay a conduit across M street at the Aqueduct Bridge, under conditions to be prescribed by and under the inspection of the Engineer Department.

Official copy furnished Engineer Department. (Permit clerk.)

By order:

CLIFFORD HOWARD, *Acting Secretary.*

OFFICE ATTORNEY DISTRICT OF COLUMBIA, *April 7, 1891.*

GENTLEMEN: I see no objection in granting this application and to such proper restrictions as to insulation, etc., as may be deemed best for public safety, provided that no poles be erected on private property without the consent of the owner, and that no pole or poles be erected on any road or property belonging to the United States. The law against overhead wires does not apply to Georgetown or the county.

Respectfully,

S. T. THOMAS,
Assistant Attorney District of Columbia.

The COMMISSIONERS.

JANUARY 12, 1891.

* * * * * * *

It will be observed that the prohibition as to the erection of poles, in the provision of the acts of Congress, which contemplate the change from an overhead to an underground system of wires, does not extend to alleys, and in the report made by direction of the Commissioners under the authority of Congress, hereinbefore cited, it is stated on page 22 that "This prohibition should not extend to alleys; distributing wires of all the electric systems should be permitted in the alleys under the direction of the Commissioners, for this arrangement can generally be made more conveniently and safely than arrangements for underground entrances into houses." (Senate Mis. Doc. No. 15, Fiftieth Congress, second session, p. 22.)

Not only this, but it seems to be an absolute condition of an underground system of electric wires that in order to operate the same successfully there should be poles for distributing wires erected in the alleys, and inasmuch as Congress did not prohibit the erection of additional poles in the alleys, and inasmuch as the report of Commissioner Raymond, authorized by law, recommended that they should be used in alleys, and inasmuch as the underground system can not be operated as advised by experts, without the use of poles in the alleys, they were advised as a legal and proper part of the underground system, dictated by Congress for the District of Columbia.

Again, it is well understood that in the erection of the poles in the alleys care has been taken to protect the use of the alleys for public travel and purposes, and they have all been erected under the direction and control of the police authorities, so that, as far as I can understand, they are no obstruction as they exist in the alleys of this city to the public use thereof.

Respectfully,

GEO. C. HAZELTON,
Attorney for the District of Columbia.

O

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 147.

IN THE SENATE OF THE UNITED STATES.

MARCH 4, 1896.—Referred to the Committee on Pacific Railroads and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE ACTING SECRETARY OF THE TREASURY IN RESPONSE TO SENATE RESOLUTION OF MARCH 2, 1896, ASKING FOR CERTAIN INFORMATION RELATIVE TO THE UNION PACIFIC RAILROAD AND BRANCHES AND THE PACIFIC RAILROAD COMPANIES.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., March 3, 1896.

SIR: I have the honor to acknowledge the receipt of the resolution of the Senate of the 2d instant—

Resolved, That the Secretary of the Treasury be, and he is hereby, directed to furnish the Senate with a statement of the gross earnings, operating expenses, and net earnings of the Union Pacific, the Central Branch of the Union Pacific, the Kansas Pacific, and the Sioux City and Pacific Railroad Companies from their organization to the end of the year A. D. 1894, by years, and the totals thereof—

and in reply to state that the records of this Department do not contain the information desired by the Senate.

It is suggested that the information may be in the possession of the Department of the Interior, office of the Commissioner of Railroads.

Respectfully, yours,

S. WIKE, *Acting Secretary.*

The PRESIDENT OF THE SENATE.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 148.

UNITED STATES NAVAL WAR RECORDS.

IN THE SENATE OF THE UNITED STATES.

MARCH 4, 1896.—Referred to the Committee on Naval Affairs, to accompany amendment to legislative, executive, and judicial appropriation bill, and ordered to be printed.

Mr. CHANDLER presented the following

MEMORANDA REGARDING NAVAL WAR RECORDS PREPARED IN THE OFFICE OF NAVAL WAR RECORDS AT THE REQUEST OF SENATOR CHANDLER, MARCH 2, 1896.

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NAVAL WAR RECORDS.

ESTIMATES SUBMITTED FOR 1896–97.

Publication of the Official Naval Records of the Rebellion:

For continuing the publication of the Official Records of the Union and Confederate navies in the war of the rebellion, in accordance with the plan approved by the Secretary of the Navy under the act of Congress approved July 31, 1894, and for the purpose of making such maps and illustrations as relate to the work, and for increasing the whole edition (from the beginning) from 10,000 to 11,000 copies of each volume, said increase to be in addition to the present quota of the Navy Department, for the purpose of supplying such officers of the Navy (who have not already received the work) as the Secretary of the Navy may direct, and for the compensation of such temporary expert services in connection with the preparation, publication, and distribution of said records as may be deemed necessary by the Secretary of the Navy, such experts to be selected and appointed by the Secretary of the Navy from time to time as the necessity therefor arises, the sum of $50,000: *Provided*, That hereafter the preparation of said records shall be conducted, under the Secretary of the Navy, by a board of three persons, one of whom shall be an officer of the Navy, to be selected by the Secretary of the Navy, and two civilian experts, to be appointed by the Secretary of the Navy, the compensation of said civilian experts to be fixed by the Secretary of the Navy and to be paid from this appropriation $50,000

AMOUNT ALLOWED IN LEGISLATIVE, EXECUTIVE, AND JUDICIAL BILL REPORTED FEBRUARY 18, 1896.

For continuing the publication of the Official Naval Records of the Rebellion, both Union and Confederate, in accordance with the plan adopted by the Secretary of the Navy under the act of Congress approved July 31, 1894 ..... $18,000

TABLE SHOWING APPROPRIATIONS MADE FOR NAVAL WAR RECORDS.

July 7, 1884, salaries		$2,640
March 3, 1885, salaries		2,640
July 31, 1886, salaries		2,640
March 3, 1887, salaries		2,640
July 11, 1888, salaries		6,280
February 25, 1889, salaries		9,880
July 11, 1890, salaries		16,680
March 3, 1891, salaries		16,680
July 16, 1892, salaries		16,680
March 3, 1893, salaries		16,680
July 31, 1894, salaries	$16,680	
July 31, 1894, publication	15,000	
		31,680
March 3, 1895, salaries	16,280	
March 3, 1895, publication	22,000	
		38,280
Total		163,400

NAVAL WAR RECORDS.

SYSTEM OF COMPILATION AND PUBLICATION EMPLOYED AT PRESENT.

In order to clearly understand the work of this office, which, under authority of Congress (act approved July 31, 1894), is at present engaged in the publication of the Official Records of the Union and Confederate Navies in the War of the Rebellion, the following brief outline is here given, describing the various stages through which the work passes from beginning until completion. This outline covers the course of the publication from the selection of the original material of which it is composed, until the finished volumes are finally received from the printer and distributed by this office all over the country, in accordance with the terms of the law governing this distribution.

I. SOURCE AND SELECTION OF MATERIAL.

The material for the work of the Naval War Records is taken from a variety of sources, all of which are official in character. Among the chief sources of supply may be mentioned the original log books and record files of the Navy, War, State, and Treasury Departments, relating to naval operations, outfit, and equipment, during the period of the civil war from 1861 to 1865. Another important lot of material, especially in Confederate matter, is documents loaned to this office by participants. We have a large and valuable collection of this class of papers, comprising the official journals and letter books of nearly all the higher officers on each side of the conflict. The collection is still being increased through the means of a traveling agent specially appointed to seek out and collect these papers.

The foregoing material, amounting in round numbers to some 7,000 or 8,000 books of original manuscript, is carefully read with a view to selecting and marking for copy such papers as may be considered pertinent to the character of the work. Letters so marked are copied and verified, and form the nucleus of the subsequent compilation. It will be apparent that this first reading of original manuscript is a task of the utmost importance to the historical value of the publication, and it is also one which, from its large proportions and technical character, requires qualities and capabilities of a special kind. Experience has shown that graduates of the Naval Academy make the most efficient clerks for this part of the work. Much of the material consists of technical naval data about ships, their construction, equipment, and outfit; the purchase and employment of chartered vessels; the formation of fleets and squadrons, their batteries and crews; the development and use of monitor batteries, together with matter relating to submarine mines and torpedoes; the establishment, maintenance, and supply of the blockade, and many other subjects of kindred nature. Connected closely with the foregoing is the construction of maps and drawings and illustrations, both in line and free-hand drawing, all of which require technical expert service.

II. PREPARATION OF MANUSCRIPT.

After material has been selected, it is copied and carefully verified, and then passes to the geographical clerk, who reads it for the correct spelling of geographical names. Then it goes to the proper name clerk, who reviews it for the correct spelling of all proper names,

including those of officers and vessels. Dates are also examined and verified. The copies are then assorted, collated, headed, and classified, according to the plan of publication adopted by the Department, when the material is brought to the compilers. The work of compilation then begins, each paper being read and inspected by the compilers, its authenticity examined, its merits weighed, and its acceptance or rejection decided. As the law requires only the publication of official documents, care is used that only such shall be printed; but it often becomes a fine point to decide exactly what is an official document.

This question must be settled by the compilers. Numerous other questions constantly arise in the course of the compilation, some of which are of the utmost gravity and importance, affecting the interest of the two contending parties in the civil war, personalities, diplomatic correspondence, and other important matters, requiring discretion, judgment, and care on the part of the compilers in their final disposition of them. From this it will be seen that the work of the compilers is one requiring the most capable and efficient service, in order that the compilation may be of genuine historical value as a book of reference. Illustrations, maps, drawings, etc., are submitted to the compilers for their examination and approval.

III. PRINTING, INDEXING, BINDING, WRAPPING.

After the volume has passed the compilers, it is ready for the Public Printer, when it is sent to the Government Printing Office and ordered to be printed. It is then returned by the Printer to this office in galley form, when it is proof read and corrected, and sent back to the Printer. A second revise of the pages is then returned to this office, to see that all corrections have been made. It then goes again to the Printer, and comes back in book form, ready for indexing. The index is then made by us and the volume returned to the Printer. Illustrations, tracings, drawings, etc., are also examined at this time, and sent to the Printer, and the book is finally bound and wrapped, and an edition of 10,000 copies delivered to the Navy Department for distribution. In the matter of this proof reading and indexing, it is important that efficient clerical help should be available, inexperienced persons causing much confusion and delay in the proper execution of the work.

IV. DISTRIBUTION.

By the terms of the law, the distribution of this publication comprises two separate and distinct kinds, both to be made by this office, as follows:

I. The Congressional distribution, or that directed by Members of the Fifty-third Congress, and comprising a total of 8,952 copies of each volume.

II. The Departmental distribution, or that directed by the Secretary of the Navy, and comprising a total of 1,048 copies of each volume.

Each Senator is allowed 24 and each Representative 19 addresses for complete sets of the publication, and these names and post-office addreses are sent to us by Members of Congress. An accurate record is kept of each name and address so filed in this office, as well as the names of the departmental quota, and the dates upon which the various volumes are mailed to such addresses are duly entered. Duplications are not permitted, and recipients must be notified at whose instance the books are sent. In order that this distribution may be done correctly, expeditiously, and without confusion careful management is necessary, and an elaborate system of books and correspondence has been adopted, which thus far seems to give satisfactory results.

EXTRACTS FROM REPORT OF LIEUT. COMMANDER RICHARD RUSH, U. S. N., SUPERINTENDENT NAVAL WAR RECORDS, SUBMITTING ESTIMATES FOR THE FISCAL YEAR 1896–97, WITH EXPLANATORY NOTES ABOUT THE SAME.

[Extract from Report of Superintendent Naval War Records.]

In order to carry out properly the views of Congress in reference to this publication, I deem it essential that there be a reorganization of this office and an increase in expert clerical assistance. It is estimated that there is enough original manuscript selected to make between 20 and 30 volumes of the records, of from 900 to 1,000 pages each. To get this material into the proper shape necessitates the reading of between 7,000 and 8,000 volumes of original manuscript, with a view to the selection of such papers as may be pertinent to the character of the work. The papers so selected are copied, verified with the originals, carefully examined as to dates and correct spelling of geographical and proper names, and are then classified, collated, headed, and compiled, after which the proof is read and the volume printed, indexed, bound, and wrapped, when it is distributed all over the country, to the addresses filed in this office by Members of Congress, to authorized recipients of the work. This distribution of 10,000 copies of each volume, of which an accurate record must be kept, is in itself no small undertaking, and necessitates an amount of detail and attention which requires care. The correspondence, also, of the office in reference to the publication and distribution of the records has grown into large proportions.

To place the office of Naval War Records upon an efficient footing, so as to perform satisfactorily the work of compilation and publication as herein outlined, a plan of reorganization is proposed, consisting of a board of publication, to be composed of three members, one of whom shall be a naval officer and the other two civilian experts. The War Department having had a broad experience in a similar publication, it seems wise for us to examine into their methods with a view to adopting such parts of them as may be expedient, and the concensus of opinion in that Department is unqualifiedly in favor of such a board of publication. The board should be constituted by law, and its members appointed by the Secretary of the Navy.

[Further extract from report of Superintendent Naval War Records.]

An examination of the present plan of publication which has been adopted by the Department will show that the selection of original manuscript to be introduced into the records rests entirely in the hands of the superintendent. I am of the opinion, in the interest of the true historical value of the work, that this duty could be performed to better advantage by a board of publication, to be composed of one naval officer and two civilian expert members. There seem to be strong reasons in favor of this board, chief among which may be cited that such an organization would give a definite and settled policy to the management of the publication until its completion, which changes of the naval member would not affect. That such a settled policy is vital to the success and speedy completion of the work seems to be beyond question. Another reason in favor of such a board, if properly constituted, is that the question of the selection or rejection of original manuscript for introduction into the compilation could be more fairly decided upon to the impartial interest of each side of the conflict in the civil war, an important consideration to the historical value of the work. The plan of a board of publication has given satisfactory results in the War Department in the work of the Army War Records, a publication similar to our own.

Temporary expert assistance is also proposed, the reasons for which are fully explained in the following extracts from the superintendent's report:

[Further extracts from report of Superintendent Naval War Records.]

To execute properly the task of publication of this important historical work, as thus briefly outlined, the force of this office is, in my judgment, entirely inadequate. During the past year, by the most assiduous and unremitting labor, we have managed to get out one volume and nearly completed another, which, although a fair

beginning, is still an exceedingly small showing when the magnitude of the future work is considered. In view of the large sums which have already been supplied under authority of Congress for the collection and preparation of these records, it would seem to be in the true interest of economy to the Government that their publication should now be pushed to completion without unnecessary delay.

The estimate for the publication fund has been increased to the sum of $50,000, which figure is intended to cover the cost of the additional volumes for the next fiscal year, and also to establish a board of publication, as recommended in this report, and to provide for the cost of same, as well as to provide for the temporary expert clerical assistance required. It also allows for the increase of 1,000 copies in the quota of the Department. All of which is hereby respectfully submitted and recommended.

It is proposed that an item covering the creation and maintenance of such a board, as well as the employment of temporary expert clerical assistance, be introduced in the estimates under the head of the publication fund.

The following is the item submitted:

Publication of the Official Naval Records of the Rebellion.

For continuing the publication of the Official Records of the Union and Confederate Navies in the War of the Rebellion, in accordance with the plan approved by the Secretary of the Navy under the act of Congress approved July 31, 1894, and for the purpose of making such maps and illustrations as relate to the work, and for increasing the whole edition (from the beginning) from 10,000 to 11,000 copies of each volume, said increase to be in addition to the present quota of the Navy Department, for the purpose of supplying such officers of the Navy (who have not already received the work) as the Secretary of the Navy may direct, and for the compensation of such temporary expert services in connection with the preparation, publication, and distribution of said records as may be deemed necessary by the Secretary of the Navy, such experts to be selected and appointed by the Secretary of the Navy, from time to time, as the necessity therefor arises, the sum of $50,000: *Provided*, That hereafter the preparation of said records shall be conducted, under the Secretary of the Navy, by a board of three persons, one of whom shall be an officer of the Navy, to be selected by the Secretary of the Navy, and two civilian experts, to be appointed by the Secretary of the Navy, the compensation of said civilian experts to be fixed by the Secretary of the Navy and to be paid from this appropriation.

The following extract from the superintendent's report explains the reasons for increasing the Department's quota:

In this connection I desire to bring to your notice the fact that the quota of 1,048 copies allowed the Navy Department is not sufficient to supply the work to officers of the Navy, contributors, etc., so that by your direction the volumes have been sent only to such naval officers as had seen active service during the civil war. It seems, however, only just that all officers of the Navy should be supplied with the work if they desire it, and to this end I recommend that Congress be asked to increase the quota of the Navy Department by 1,000, making the whole edition 11,000 copies.

APPENDIX PREPARED BY SENATOR CHANDLER.

Table showing appropriations made for publication of Army war records.

Date.	Object of appropriation.	Amount.
June 23, 1874	To begin publication of the Official Records of the Rebellion	$15,000
Mar. 3, 1875	For continuing the publication	50,000
July 29, 1876	For publication	40,000
Mar. 3, 1877	For publication	20,000
June 20, 1878	For publication	40,000
Mar. 3, 1879	For publication	40,490
		205,490
June 16, 1880	For publication (first volume issued)	40,000
Mar. 3, 1881	For publication (salaries, clerks)	34,680
	Rent, traveling expenses, etc	5,810
	For preparation and publication	40,000
Aug. 5, 1882	Salaries	41,120
	Rent, traveling expenses, etc	5,810
Aug. 7, 1882	Publication	36,000
Mar. 3, 1883	Salaries	37,808
	Publication	36,000
July 7, 1884	Salaries	32,280
	Publication	36,000
Mar. 3, 1885	Salaries	32,280
	Publication	36,000
July 31, 1886	Salaries	27,380
	Rent	1,200
Aug. 4, 1886	Publication	36,000
Mar. 3, 1887	Salaries	27,380
	Rent	1,200
	Publication	36,000
July 11, 1888	Salaries	27,380
	Rent	1,200
Oct. 2, 1888	Publication	36,000
Feb. 26, 1889	Salaries	27,380
	Rent	1,200
Mar. 2, 1889	Publication	100,000
	Board provided	
July 11, 1890	Salaries	31,780
	Rent	1,200
Aug. 30, 1890	Publication, board and experts	235,000
Mar. 3, 1891	Salaries	31,780
	Rent	1,200
	Publication	235,000
July 16, 1892	Salaries	31,780
	Rent	1,200
Aug. 5, 1892	Publication	235,000
Mar. 3, 1893	Salaries	31,780
	Rent	1,200
	Publication	175,000
July 31, 1894	Salaries	31,780
	Rent	1,200
Aug. 18, 1894	Publication	145,000
Mar. 2, 1895	Salaries	15,380
	Rent	1,200
	Publication	145,000
	Deficiency appropriation	12,000
	Total	2,305,078

Estimates for 1896–97.

Publication of Official Records of the War of the Rebellion:

Continuing the publication of the Official Records of the Union and Confederate Armies, including the atlas of maps and plans, in accordance with the plan approved by the Secretary of War August 3, 1880, and for the compensation of such temporary expert services in connection with the preparation, publication, and distribution of said records as may be deemed necessary by the Secretary of War, and for the purchase of stationery and for additional rent, not exceeding $1,800, and for traveling expenses of the agent for collection of records, to be disbursed under such regulations as the Secretary of War may prescribe, not exceeding $500 ..... $175,000

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 149.

IN THE SENATE OF THE UNITED STATES.

MARCH 5, 1896.—Referred to the Committee on Education and Labor and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, SUBMITTING DISBURSEMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 1896, MADE IN THE STATES AND TERRITORIES UNDER THE PROVISIONS OF "AN ACT TO APPLY A PORTION OF THE PROCEEDS OF THE PUBLIC LANDS TO THE MORE COMPLETE ENDOWMENT AND SUPPORT OF THE COLLEGES FOR THE BENEFIT OF AGRICULTURE AND THE MECHANIC ARTS ESTABLISHED UNDER THE PROVISIONS OF AN ACT OF CONGRESS APPROVED JULY 2, 1862," APPROVED AUGUST 30, 1890.

DEPARTMENT OF THE INTERIOR,
Washington, March 4, 1896.

SIR: I have the honor to submit herewith a report of the disbursements for the fiscal year ending June 30, 1896, made in the States and Territories under the provisions of "An Act to apply a portion of the proceeds of the public lands to the more complete endowment and support of the colleges for the benefit of agriculture and the mechanic arts established under the provisions of an act of Congress approved July 2, 1862," approved August 30, 1890, as required by section 5 of the said act.

The prescribed reports having been received from the several institutions benefited by this endowment, on June 18, 1895, I certified to the Secretary of the Treasury the following States and Territories as each entitled to receive the seventh installment of the grant, $21,000, for the fiscal year ending June 30, 1896:

Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

The disbursements to date under this act are set forth in the accompanying tabular statement.

Very respectfully,

HOKE SMITH, *Secretary.*

The PRESIDENT OF THE SENATE.

Disbursements to the States and Territories of the appropriation in aid of colleges of agriculture and the mechanic arts under the act of Congress approved August 30, 1890.

States and Territories.	Year ending June 30—						
	1890.	1891.	1892.	1893.	1894.	1895.	1896.
Alabama	$15,000	$16,000	$17,000	$18,000	$19,000	$20,000	$21,000
Arizona	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Arkansas	15,000	16,000	17,000	18,000	19,000	20,000	21,000
California	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Colorado	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Connecticut	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Delaware	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Florida	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Georgia	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Idaho	.....	.....	.....	18,000	19,000	20,000	21,000
Illinois	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Indiana	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Iowa	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Kansas	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Kentucky	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Louisiana	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Maine	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Maryland	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Massachusetts	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Michigan	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Minnesota	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Mississippi	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Missouri	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Montana	.....	.....	.....	18,000	19,000	20,000	21,000
Nebraska	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Nevada	15,000	16,000	17,000	18,000	19,000	20,000	21,000
New Hampshire	15,000	16,000	17,000	18,000	19,000	20,000	21,000
New Jersey	15,000	16,000	17,000	18,000	19,000	20,000	21,000
New Mexico	15,000	16,000	17,000	18,000	19,000	20,000	21,000
New York	15,000	16,000	17,000	18,000	19,000	20,000	21,000
North Carolina	15,000	16,000	17,000	18,000	19,000	20,000	21,000
North Dakota	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Ohio	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Oklahoma	.....	.....	17,000	18,000	19,000	20,000	21,000
Oregon	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Pennsylvania	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Rhode Island	15,000	16,000	17,000	18,000	19,000	20,000	21,000
South Carolina	15,000	16,000	17,000	18,000	19,000	20,000	21,000
South Dakota	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Tennessee	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Texas	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Utah	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Vermont	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Virginia	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Washington	.....	.....	17,000	18,000	19,000	20,000	21,000
West Virginia	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Wisconsin	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Wyoming	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Total	660,000	704,000	782,000	864,000	912,000	960,000	1,008,000

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 150.

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In answer to the resolution of the Senate of February 24, 1896, a report from the Secretary of State in relation to the claim of the legal representatives of Lieut. George C. Foulke against the Government of the United States.

MARCH 9, 1896.—Laid on the table and ordered to be printed.

To the Senate:

I transmit herewith, in answer to the resolution of the Senate of the 24th ultimo, a report from the Secretary of State in relation to the claim of the legal representatives of Lieut. George C. Foulke against the Government of the United States.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, March 9, 1896.

DEPARTMENT OF STATE,
Washington, February 28, 1896.

The PRESIDENT:

Having received by reference resolution of the Senate of February 24, 1896, in the terms following—

Resolved, That the Secretary of State be directed to communicate to the Senate all information in his Department relating to the claim against the Government of the legal representatives of the late Lieutenant Foulke, sometime chargé d'affaires in Korea—

I have the honor to say that the Department of State has no information respecting the claim referred to in said resolution except what is contained in two documents already in print, to wit, H. R. Ex. Doc. No. 449, Fifty-first Congress, first session, and Senate Report No. 648, Fifty-second Congress, first session.

Respectfully, yours, RICHARD OLNEY.

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 151.

IN THE SENATE OF THE UNITED STATES.

MARCH 9, 1896.—Referred to the Committee on the District of Columbia and ordered to be printed.

The VICE-PRESIDENT presented the following

REPORT OF THE FINDINGS OF THE SUPREME COURT OF THE DISTRICT OF COLUMBIA IN THE MATTER OF THE RIGHT, TITLE, OR INTEREST OF ANY PERSON OR CORPORATION ADVERSE TO THE COMPLETE AND PARAMOUNT RIGHT OF THE UNITED STATES IN THE POTOMAC RIVER FLATS.

SUPREME COURT OF THE DISTRICT OF COLUMBIA,
March 2, 1896.

SIR: By section 3 of the act of Congress approved August 5, 1886, entitled "An act to provide for protecting the interests of the United States in the Potomac River Flats, in the District of Columbia," the supreme court of the District of Columbia was required to ascertain in a summary way the value of any right, title, or interest it shall find to exist in any person or corporation adverse to the complete and paramount right of the United States in the land or water mentioned in the act, exclusive of the value of any improvement to the property covered by such right, title, or interest made by or under the authority of the United States, "and that report thereof shall be made to Congress."

The undersigned accordingly report that in accordance with the provisions of said act a suit in the nature of a bill in equity was instituted in this court on the 26th day of November, 1886, in the name of the United States as complainant, to which a large number of persons and corporations were made defendants, as prescribed by section 2 of said act; and after due publication had been made, as required by the act, and answers and other requisite pleadings had been filed, and a very large amount of testimony had been taken on both sides, the cause was heard in the general term in the first instance and was fully argued by counsel representing the numerous parties during April and May, 1895, before the chief justice and two associate justices.

At the succeeding term, on the 17th of October, 1895, the court passed a decree sustaining and establishing the paramount right of the United States to the premises involved in the controversy, except as hereafter shown.

The extent of these rulings, with the grounds of the decision, are set forth in the opinion and decree of the court, a copy of which accompanies this report. There is also transmitted a copy of the record so far as the same was printed, which is contained in seven volumes.

The court further decided that there existed in the owners of certain lots a right to indemnification from the United States for the occupa-

tion by the Government of such portions of their lots as had been filled up and included within the limits of the reclaimed flats, and had thus virtually been appropriated to the public use.

As the values of such portions of the lots as were comprehended within the lines of the filling or reclamation were not satisfactorily shown in the record, and the titles to some of these portions appeared to be conflicting, the court, by its decree, further authorized those parties and the United States to take further testimony as to these points. This additional testimony has since been returned to the court. Its consideration has enabled us to arrive at a final conclusion as to the first point of difficulty; and, as required by the said act, we have "ascertained the value of the right, title, interest, and claim therein, exclusive of the value of any improvement to the property covered by such rights, title, or interest, made by or under the authority of the United States," and have, by supplemental decree of March 2, 1896, adjudged the same to be 10 cents per square foot.

The plat marked X X X exhibits the location of the parcels of lots covered by the filling and of their superficial area in square feet.

But after a careful examination the court still finds itself unable to determine satisfactorily from the existing testimony who are the rightful owners of several of the lots in squares 63, 89, and 148, and for this reason have reserved the adjudication of those conflicting claims of ownership to those particular parcels for future examination after further testimony shall have been taken as provided in the last-named decree.

A copy of the decree of March 2, 1896, and of the opinion of the court accompanying the same, are herewith transmitted, together with a tabular statement of the sums payable to the rightful owners of the lots and portions of lots so comprehended within the filling and reclamation at the rate "ascertained" by the court.

The progress of the further inquiry authorized by the court to determine the ownership of the portions with respect to which a decision was reserved, it is respectfully submitted, need not delay the appropriation by Congress of the sum which it may determine should be paid as compensation for the injury to, or appropriation of, all the portions of the lots referred to, as the entire amount appropriated may be lodged in the Treasury to be paid over from time to time, on the order of this court, to the respective parties as they may show themselves entitled to receive the sums applicable to their several properties.

All of which is respectfully submitted.

E. F. BINGHAM, *Chief Justice.*
A. B. HAGNER.
L. E. MCCOMAS.

The PRESIDENT PRO TEMPORE OF THE SENATE.

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54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 152.

IN THE SENATE OF THE UNITED STATES.

MARCH 9, 1896.—Referred to the Committee on Appropriations and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE ASSISTANT SECRETARY OF THE TREASURY, TRANSMITTING A COMMUNICATION FROM THE SECRETARY OF THE INTERIOR, SUBMITTING AN AMENDED ESTIMATE OF APPROPRIATION FOR RENT OF BUILDINGS, DEPARTMENT OF THE INTERIOR, FISCAL YEAR 1897.

TREASURY DEPARTMENT, *March 6, 1896.*

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Secretary of the Interior, of the 5th instant, submitting an amended estimate of appropriation for rent of buildings, Department of the Interior, fiscal year 1897, contained in the legislative, executive, and judicial appropriation bill now pending, increasing the item of rent for the Indian Office from $6,000 to $6,500, and requesting that the $500 additional be made immediately available.

Respectfully, yours,

S. WIKE,
Acting Secretary.

The PRESIDENT OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 3, 1896.

SIR: In a communication dated May 5, 1894, I had the honor to invite your attention to the need for additional room to accommodate the clerical force of this Bureau, and explained in a measure the inconveniences to which the employees were put on account of their cramped surroundings. Since then more space has been allotted the office on the seventh floor of the Atlantic Building, to some extent relieving the overcrowded condition of things, but as yet matters in this respect remain very unsatisfactory.

The additional force of clerks allowed the office at the commencement of the present fiscal year required the placing of more desks in several of the rooms which could ill afford to part with the space thus taken up, and consequently the clerks are huddled together in such a way as to make the performance of their duties unnecessarily laborious and tedious, the more so by their not having adequate breathing space.

With the passing of each month and year, the great mass of records and files belonging to the office has increased, and to such an extent that all available space not required for desk room is taken up with them. The hall on the eighth floor is given up, so far as it conveniently can be, to file boxes containing many of the more valuable and important older records, while the bulk of the records of former years has of necessity been consigned to a room in the cellar, where they are gotten at with much labor and difficulty and where they are becoming destroyed by the dust and dirt. Some papers recently taken from this basement were completely destroyed from coming in contact with the steam pipes, and it is almost a wonder that a conflagration did not result.

Under existing conditions it is surprising that the office force is able to keep the business of the Bureau up to date with the meager facilities furnished for its transaction; and in order that better accommodations may be provided, I respectfully recommend that Congress may be requested to appropriate the sum of $6,500 for the payment of the rent of office rooms for this Bureau during the ensuing fiscal year, in lieu of the $6,000 previously recommended, and that the sum of $500 thereof be immediately available.

Very respectfully,

D. M. BROWNING,
Commissioner.

The SECRETARY OF THE INTERIOR.

[Indorsement.]

Approved, and respectfully forwarded to the honorable Secretary of the Treasury for the favorable consideration of Congress.

HOKE SMITH, *Secretary.*

MARCH 5, 1896.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 153.

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In response to the Senate's resolution of February 6, 1896, copies, in translation, of the decrees or orders of the Governments of Germany, France, Belgium, and Denmark placing restrictions upon the importation of certain American products.

MARCH 9, 1896.—Laid on the table and ordered to be printed.

To the Senate:

I transmit herewith, in response to the Senate's resolution of February 6, 1896, addressed to the Secretary of State, copies, in translation, of the decrees or orders of the Governments of Germany, France, Belgium, and Denmark placing restrictions upon the importation of certain American products.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, March 9, 1896.

The PRESIDENT:

The undersigned, Secretary of State, having received a resolution passed in the Senate of the United States on February 6, 1896, in the following words:

> That the Secretary of State be, and is hereby, directed to furnish to the Senate of the United States, at his earliest convenience, copies of all such laws, decrees, and regulations promulgated by the Governments of Germany, France, Belgium, and Denmark as in their present operation discriminate against the admission into the said countries of American cattle, meats, and other agricultural products,

has the honor to lay before the President translations of the decrees or orders covered by the said resolution, to the end that, if in the President's judgment not incompatible with the public interest, the same be transmitted to the Senate in response to the foregoing resolution.

Respectfully submitted.

RICHARD OLNEY.

DEPARTMENT OF STATE,
Washington, March 5, 1896.

GERMANY.

IMPERIAL ORDER PROHIBITING THE IMPORTATION OF CATTLE AND FRESH BEEF FROM THE UNITED STATES.

PROCLAMATION OF THE SENATE.

PROCLAMATION RELATING TO THE PROHIBITION OF THE IMPORTATION FROM AMERICA OF LIVING BEEF CATTLE AND FRESH BEEF.

No. 111.] SATURDAY, *October 27, 1894.*

The imperial chancellor, on the strength of paragraph 4, page 2, of the imperial law of June 23, 1880, concerning protection against and suppression of cattle diseases, after the arrival here of two shipments of American cattle containing sick animals, and after the certification by the imperial health office that the sickness is "Texas fever," has ordered the prohibition of the importation from America of living beef cattle and fresh meat. On the strength of paragraph 7[1] of the said law it is therefore ordered that—

The importation of living beef cattle and fresh beef from America is forbidden. The importation will nevertheless be permitted of such shipments as have left America before and including the 28th instant. The cattle the importation of which, according to the above provision, is still to be permitted must, however, be slaughtered at once in the slaughterhouse at this place.

Offenses against this prohibition will, according to paragraph 66 of the imperial law concerning protection against and suppression of cattle diseases, be punished with a fine up to 150 marks, or arrest, in so far as no greater penalty is prescribed by law. In addition to this punishment the cattle or fresh meat imported in contravention of this prohibition will be confiscated, whether the cattle or meat belong to the offender or not.

Given at the session of the senate, Hamburg, October 26, 1894.

[Translation.]

Cattle quarantine regulations taking effect October 1, 1895.[2]

PROCLAMATION.

The Council of the Confederacy (Bundesrath), at its session of June 27, 1895, in view of section 6 and section 7, No. 1, of the laws of June 23,

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[1] Section 7 of the imperial law of June 23, 1880, is as follows:

"When a contagious disease prevails or breaks out abroad among domestic cattle to an extent involving danger to the cattle of this country—

"1. The importation of living or slaughtered animals from the country in which the disease prevails may be prohibited entirely or as to certain districts, or may be subjected to such restrictions as will exclude or diminish the danger of the importation (of the disease).

"2. Communication with animals within the Empire may be subjected to such regulations as are adapted to prevent the further spread of the disease, if it has been imported.

"The restrictions as to importation and communication must also be extended, so far as necessary, to the importation of raw animal products and of all such articles as might be the means of transmitting the infectious matter.

"The chancellor of the Empire must be immediately notified of the enactment, repeal, or modification of any restriction as to importation or communication.

"The restrictions enacted as to importation or communication must be published without delay."

[2] These regulations do not affect the prohibitory order of October 1894, and are not therefore applicable to cattle from the United States.

1880, and May 1, 1894, for the prevention and suppression of cattle diseases, adopted the following regulations for the veterinary-police treatment of ruminating animals and swine arriving from abroad by sea for importation.

Berlin, July 11, 1895.

The IMPERIAL CHANCELLOR.
By VON BOETTICHER.

REGULATIONS FOR THE VETERINARY-POLICE TREATMENT OF RUMINATING ANIMALS AND SWINE ARRIVING FROM ABROAD BY SEA FOR IMPORTATION.

I. Ruminating animals and swine arriving from abroad by sea for importation are to be subjected, before they are allowed to be slaughtered at or outside of the seaport, or admitted to free communication, to a quarantine of four weeks in an establishment for that purpose, at the expense of the importers.

The annexed rules for the arrangement and management of the quarantine establishments are in force.

II. Those cattle, sheep, and swine which are admitted to free communication after having undergone the quarantine are to be subjected, at their point of destination, to a further observation for the space of five months, which observation, however, shall not restrict their owners in the disposal of the animals.

III. The imperial chancellor is authorized, in the case of ruminants and swine from those countries in which the diseases affecting these kinds of animals have not been long prevalent, to reduce the quarantine period to ten days, either for all or for certain species of animals. When such an order is issued for cattle, sheep, or swine, they are released from the five months' observation prescribed by No. II.

IV. The central authorities of that confederated State in whose territory the importation first takes place (the border State) are authorized, upon agreement with the central authorities of that confederated State for which the shipment is intended, to permit the importation of breeding animals, trained animals, and animals intended for zoological gardens, parks, or similar establishments, without previous quarantine, provided such animals were not shipped with animals subject to quarantine.

The latter authorities are authorized to adopt measures of supervision at the point of destination, in accordance with the circumstances of the case, for animals admitted without quarantine.

V. These regulations apply only to the importation of ruminants and swine from countries towards which more stringent restrictions (prohibition of importation) have not been adopted.

VI. These regulations go into force October 1, 1895.

RULES FOR THE ARRANGEMENT AND MANAGEMENT OF SEA QUARANTINE ESTABLISHMENTS FOR FOREIGN CATTLE.

1. It is left to the discretion of the confederated States either to erect and manage the quarantine establishments themselves, or to entrust the erection or management to municipalities or private individuals.

2. The quarantine establishments are to be placed as near as possible to the landing places intended for foreign cattle, and which, so far as practicable, are to be used only for such cattle. If the establishments are not in the immediate neighborhood of the landing places, the cattle must be transported to them only by railroad.

Satisfactory arrangements must be made to prevent domestic cattle from visiting the landing places, their neighborhood, and the roads leading thence to the quarantine stations, as well as the neighborhood of the stations.

3. The quarantine stations must be enclosed, and must be furnished with their own wells or with water pipes.

The stables must be satisfactorily arranged for the reception and care of the cattle to be placed in them, and must permit the separate location of the different shipments; they must be built and furnished in such a way that they and their contents can be thoroughly disinfected.

4. The quarantine stations must, as a rule, unless they are provided with their own slaughterhouses, be connected with the slaughterhouse of the seaport by a line of rails adapted to railroad cars.

At stations which have not their own slaughterhouses, and which are not connected with the slaughterhouse (of the seaport) by rail, tightly closing wagons, from which dung, etc., can not fall out, must be provided for the transportation of the cattle to the slaughterhouse.

The slaughterhouse must be so arranged that the quarantine cattle can be kept separate until they are slaughtered.

5. The police permission to put a quarantine station in operation must not be granted until the requirements of the foregoing Nos. 2–4 have been complied with.

The permission to put in operation a station which is not provided with its own slaughterhouse, and which is not connected with the slaughterhouse (of the seaport) by a line of rails adapted to railroad cars can only be granted exceptionally in the case of special circumstances worthy of consideration.

6. When, in landing cattle, means of transportation (boats, etc.) are employed which do not belong to the vessel bringing the cattle, they, as well as the landing bridge, the landing place, and the road leading to the quarantine station, must be cleaned after the landing, and where a case of disease is discoyered they must be disinfected.

Dung and refuse must not be landed from the vessels bringing cattle without special permission of the police, and must be destroyed or disinfected immediately after the landing, under the supervision of the police.

Dung and refuse can be removed from the quarantine stations only after they have been disinfected under the supervision of the police.

7. The cattle placed in a quarantine station must be examined daily by an official veterinary surgeon. Such veterinary surgeon must not accept any compensation from private individuals (cattle owners, agents, owners of stations) for this or any other official work of his.

The State, however, which pays the veterinary surgeons appointed to the veterinary service at the quarantine stations, or which compensates them for their labor, is authorized to require of the parties interested fees for the veterinary supervision, which fees are to be so much for each head of cattle.

8. When a contagious cattle disease is discovered among the cattle at a quarantine station the station must be immediately closed to further admission, and all the cattle must be slaughtered, under the super-

vision of the police, in the slaughterhouse of the station or in the slaughterhouse of the seaport, to which the animals must be transported in railroad cars, or accompanied by the police in tightly closing wagons (No. 4, paragraph 2).

The station must be completely disinfected under the supervision of an official veterinary surgeon, and must not be reopened until such disinfection has been completed.

9. Such rules must be issued with regard to persons employed in the quarantine stations, and those frequenting them, as are adapted to prevent the indirect transmission of infectious matter.

ADMISSION OF AMERICAN HOG PRODUCTS.

Mr. Jackson to Mr. Olney.

No. 326.] EMBASSY OF THE UNITED STATES,
Berlin, August 3, 1895.

SIR: Respectfully referring to the embassy's dispatch No. 230, of March 21, 1895, I have the honor to inform you that in yesterday's issue (No. 154) of the official "Berliner Correspondenz" attention was called to the American regulations of February 7 last regarding the inspection of meat intended for export, copies of which had been transmitted to the foreign office by the embassy in March last. After showing what these regulations are, the article goes on to say that, "hereafter, in consequence of them, in accordance with the imperial order of September 3, 1891,[1] and of the regulations of February 7, 1895, referred to, hog products and sausages of American origin will be allowed to be imported into the Empire only when the shipments are accompanied by the designated special certificates."

I have, etc., JOHN B. JACKSON.

FRANCE.

MINISTERIAL ORDER OF FEBRUARY 24, 1895, PROHIBITING THE IMPORTATION OF CATTLE FROM THE UNITED STATES.

[From the Journal Officiel de la République Française, February 25, 1895, p. 1074.]

The MINISTER OF AGRICULTURE:

Pursuant to the law of July 21, 1881, on the sanitary police regulations regarding animals and the decree of June 22, 1882, relating to

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[1] Imperial decree of September 3, 1891, is as follows:

We, William, by the grace of God German Emperor, King of Prussia, etc., decree in the name of the Empire, the assent of the Bundesrath having been obtained, what follows:

SECTION 1. The decree respecting the prohibition of the importation of swine, swine's flesh, and sausages of American origin of March 6, 1883 (Imperial Law Gazette, page 31), ceases to be of force for living swine, as well as for such products as are provided with an official certificate stating the flesh has in the land of origin been examined pursuant to the rules in force there, and has been found free from qualities injurious to health.

SEC. 2. The chancellor of the Empire is empowered to adopt appropriate measures for the control of the character of the swine flesh imported from America.

SEC. 3. This decree enters into force on the day of its publication. In testimony whereof our own proper signature and the imperial seal are hereto affixed.

Done at Castle Schwarzman, the 3d of September, 1891.

[L. S.] WILLIAM.
VON CAPRIVI.

the regulations for the public administration for the observance of the same;

In view that there are many contagious diseases which do not exist in France but prevail among the cattle in the United States of America, cases having been found among animals imported from that country into Europe, it is only reasonable that measures be taken to prevent the introduction of these diseases into our territory, and having the opinion of the consultative committee on epizootics and on the report of the counsellor of state, director of Agriculture—

Resolved:

ARTICLE 1. The importation into France and the transit of cattle coming from the United States of America over our land and sea frontiers is interdicted until otherwise ordered.

However, cattle sent from the United States before February 24, 1895, shall be admitted providing they be landed under the conditions prescribed by law for the admission of foreign cattle.

ART. 2. Prefects of departments are charged, each as it concerns him, with the execution of this decision.

Done at Paris, February 24, 1895.

GADAUD.

BELGIUM.

MINISTERIAL ORDER OF DECEMBER 29, 1894, PROHIBITING THE IMPORTATION OF CATTLE FROM THE UNITED STATES.

[Translation.]

MINISTRY OF AGRICULTURE, INDUSTRY, LABOR, AND PUBLIC WORKS.

Bovine animals coming from the United States of America.—Importation prohibited.

The MINISTER OF AGRICULTURE, INDUSTRY, LABOR, AND PUBLIC WORKS:

Considering the law of the 30th of December, 1882, on the sanitary police of domestic animals, as well as the general administration regulation of the 20th of September, 1883, adopted in execution of this law;

Considering again the ministerial order of the 25th of August, 1894, subjecting to a quarantine of 45 days, animals of the bovine species shipped from the United States of America, contagious pleuropneumonia having been discovered among animals of this origin;

Considering that the same contagious affection was discovered on the 25th of December, 1894, in two animals shipped from the aforesaid country, and disembarked at Antwerp on the 17th day of the same month;

Considering the advice of the veterinary inspection service,

ORDERS:

ARTICLE FIRST. The importation and the transit of animals of the bovine species coming from the United States of America are interdicted until ulterior disposition.

The direct transit of these amimals can be made by railway only and in sealed wagons and without being unloaded en route.

ARTICLE SECOND. By exceptional measure animals of the origin indicated in the preceding article in course of shipment before the 2d day of January, 1895, may be disembarked at Antwerp, under the condition of being subjected in the port of that city to a quarantine of forty-five days at least, or may be directed towards a public slaughter-house, to be there butchered in the delay provided for by the regulation dispositions.

ARTICLE THIRD. The order above referred to of the 7th of December, 1894,[1] is repealed.

Brussels, December 29, 1894.

LEON DE BRUYN.

DENMARK.

DECREE REGARDING THE PROHIBITION OF THE IMPORTATION OF LIVE CATTLE AND FRESH MEATS OF THE SAME FROM AMERICA.

[Translation.]

With reference to the act of April 14, 1893, No. 14,[2] regarding contagious diseases among domestic animals, in order to prevent the importation of Texas fever, which is prevalent in America, it is hereby prohibited to import into this country from the continent named any live cattle or fresh meats of the same.

This decree does not apply to meats packed in hermetically sealed cans.

The decree of February 14, 1879, prohibiting the importation of live cattle from the United States of America, is hereby abrogated.

These regulations to take effect at once.

Which is hereby proclaimed for the information and guidance of all concerned.

Department of the interior, November 19, 1894.

HORRING.

DECREE REGARDING THE IMPORTATION OF PORK AND OTHER RAW PRODUCTS OF SWINE FROM THE UNITED STATES OF AMERICA.

[Translation.]

The decree of the department of the interior of March 10, 1888, prohibiting the importation into this country from the United States of America, of pork and other raw products of swine, including hog bladders and unrefined pork fat (steam lard), is hereby abrogated so far as said

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[1] This date here given should evidently be August 25, 1894.

[2] Section 14 of the act of April 14, 1893, translated, is as follows:

"When there is reason to believe that infectious disease has broken out among domestic animals in a foreign country the minister of interior may prohibit the importation from said country of the class of animals infected, and of raw commercial products of same—for instance, hair, hides, tallow, and meat—as well as any other animals or articles which might carry the infection.

"When the disease breaks out in this country the minister of interior may either absolutely prohibit the carrying away from the infected districts or infected part of same any animal of the infected class, as well as of other classes, and articles, by which the disease may be introduced to other districts or places; or he may create certain conditions to be complied with—for instance, the procuring of a bill of health—all for the purpose of arresting and preventing the spread of the disease."

products are concerned, provided such products are accompanied by authentic certificates that they have been inspected prior to shipment from the United States in accordance with the laws of that country, and by such inspection found to be untainted, sound, and fit for human food.

These regulations to take effect at once.

Which is hereby proclaimed for the information and guidance of all concerned.

Department of the interior, September 8, 1891.

INGERSLEY.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 154.

IN THE SENATE OF THE UNITED STATES.

MARCH 9, 1896.—Referred to the Committee on Finance and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE TREASURY, TRANSMITTING, IN RESPONSE TO RESOLUTION OF THE SENATE, DATED DECEMBER 31, 1895, THAT THE SECRETARY OF THE TREASURY BE DIRECTED TO REPORT TO THE SENATE A STATEMENT CONTAINING A COPY OF EACH OBLIGATION OF THE GOVERNMENT SINCE MARCH 4, 1789, ETC., PAPERS CALLED FOR BY SAID RESOLUTION.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., March 5, 1896.

SIR: I have the honor to transmit herewith, in response to Senate resolution dated December 31, 1895, receipt of which was acknowledged January 8, 1896, the papers called for by said resolution; which was as follows:

Resolved, That the Secretary of the Treasury be, and he is hereby, directed to report to the Senate a statement containing a copy of each obligation issued by the Government since March 4, 1789, with a reference by title and date to the laws respectively authorizing such issues, and showing the amount of each issue and the amount now outstanding, properly classified, and including Treasury notes of every kind, bonds and certificates for currency, silver, and gold.

I also inclose copy of a letter on the subject from the Register of the Treasury, dated February 25, 1896. In this letter mention is made of the fact that, in several cases, the statement of issues includes reissues. In the case of United States notes, the total amount issued is $2,758,265,808, of which $449,338,902 represents the original issue, and $2,308,926,906 the reissues, from time to time, to replace mutilated notes surrendered and which were canceled and destroyed by the Department in pursuance of law. The total amount of United States notes authorized was $450,000,000, including $50,000,000 temporary issue to be used only in redemption of the temporary loan. The highest amount outstanding at any one time was $449,338,902, as stated above.

A similar explanation could be made in each case where necessary reissues increased the apparent issue beyond the amount authorized by law. In no instance has the amount of such obligations actually outstanding exceeded the amount authorized by law.

Respectfully, yours,

J. G. CARLISLE, *Secretary.*

The PRESIDENT OF THE SENATE.

TREASURY DEPARTMENT,
OFFICE OF THE REGISTER,
Washington, D. C., February 25, 1896.

SIR: On January 13 I received from you a resolution passed by the United States Senate on December 31, 1895, as follows:

Resolved, That the Secretary of the Treasury be, and he is hereby, directed to report to the Senate a statement containing a copy of each obligation issued by the Government since March 4, 1789, with a reference by title and date to the laws respectively authorizing such issues, and showing the amount of each issue and the amount now outstanding, properly classified, and including Treasury notes of every kind, bonds and certificates for currency, silver, and gold.

In reply to the foregoing resolution, which is herewith returned, I have the honor to transmit the accompanying report. It contains a table showing the amount of all obligations of the Government since March 4, 1789, classified by loans, and with appropriate references to the volumes and pages of the authorizing acts as given in the Revised Statutes. The table also shows the amount which on January 1, 1896, appeared to be outstanding under each class of security as shown by the books of the Department.

Probably some of the issues are not those contemplated by the resolution, but it was deemed wiser to make the table include all the loans of the Government than to attempt to construe the meaning of the resolution. The tables include the three loans of the District of Columbia issued under authority of acts of Congress. In several cases it should be understood that the amounts given as issues include a large amount which may be classed as reissues.

I have also given, as fully as could be done, copies of each kind of obligations which have been issued by the Government. This series is believed to be complete for all issues subsequent to 1822, and it includes several of the most important issues of an earlier date. Coupon bonds were not used in connection with the earlier issues of the Government, but in issues which include both coupon and registered bonds it has been considered to meet the purpose of the resolution to give a copy of either, but not of both. It has not been considered necessary to give a copy of more than one denomination. On the earlier loans (with some exceptions) it was not customary to print the denominations, and the amount for which a bond was issued was written in with a pen.

Since 1847 it has been customary to print on the back of registered bonds a blank form for convenience in making assignments. As these are almost identical in phraseology and constitute no part of the obligation of the Government, it has been considered unnecessary to repeat the form with each bond. An example of this form may be found with the 4 per cent consol bond of 1907.

The total amount of fractional currency issued is reported in the table as $368,720,079.51, which agrees with the table which has been printed in connection with the report of the Secretary for several years. The amount of fractional currency issued has for many years been given as $368,724,079.45 in reports of the Treasurer of the United States.

Respectfully, yours,

J. F. TILLMAN,
Register.

Hon. JOHN G. CARLISLE,
Secretary of the Treasury.

Table showing amount of obligations of the United States issued on each loan from March 4, 1789, to January 1, 1896, with the amount outstanding at latter date.

Authorizing act.	Title of loan.	Amount issued.	Outstanding.
Oct. 26, 1779, Secret Jour. Con., vol. 2, p. 283; July 2, 1788.	Holland loan, 1788	$400,000.00	
Aug. 4, 1790, 1 Stat., p. 139; Aug. 12, 1790, 1 Stat., p. 187, sec. 4.	Holland loan, 1790	1,200,000.00	
	Holland loan, March, 1791	1,000,000.00	
	Holland loan, September, 1791	2,400,000.00	
	Antwerp loan, 1791	820,000.00	
	Holland loan, December, 1791	1,200,000.00	
	Holland loan, 1792	1,180,000.00	
	Holland loan, 1793	400,000.00	
	Holland loan, 1794	1,200,000.00	
On authority of Secretary of Treasury.	Temporary loan, 1789	191,608.81	
Mar. 26, 1790, 1 Stat., p. 105	Temporary loan, 1790	55,000.00	
Aug. 4, 1790, 1 Stat., p. 138	6 per cent stock of 1790	30,088,397.75	$27,869.77
	Deferred 6 per cent stock of 1790	14,649,328.76	13,934.90
	3 per cent stock of 1790	19,719,237.39	13,953.13
Feb. 25, 1791, 1 Stat., p. 196	Subscription loan of 1791	2,000,000.00	
Mar. 3, 1791, 1 Stat., p. 224	Temporary loan from Bank of North America.	156,595.56	
May 2, 1792, 1 Stat., p. 262	Temporary loan of 1792	400,000.00	
Feb. 28, 1793, 1 Stat., p. 328	Temporary loan of 1793	800,000.00	
Mar. 20, 1794, 1 Stat., p. 345	Temporary loan from Bank of New York.	200,000.00	
Do	Temporary loan of March, 1794	1,000,000.00	
June 9, 1794, 1 Stat., p. 395	Temporary loan of June, 1794	1,000,000.00	
Dec. 18, 1794, 1 Stat., p. 404	Temporary loan of December, 1794	2,000,000.00	
Feb. 21, 1795, 1 Stat., p. 418	Temporary loan of February, 1795	800,000.00	
Mar. 3, 1795, 1 Stat., p. 433	Temporary loan (A) of March, 1795	500,000.00	
Mar. 3, 1795, 1 Stat., p. 439	Temporary loan (B) of March, 1795	500,000.00	
Do	Temporary loan (C) of March, 1795	500,000.00	
Mar. 3, 1795, 1 Stat., p. 433	5½ per cent stock of 1795	1,848,900.00	
Do	4½ per cent stock of 1795	176,000.00	
May 31, 1796, 1 Stat., p. 488	Temporary loan from Bank of New York.	320,000.00	
Mar. 3, 1795, 1 Stat., p. 435	Temporary loan of 1798	200,000.00	
May 31, 1796, 1 Stat., p. 488	6 per cent loan of 1796	80,000.00	
June 30, 1798, 1 Stat., p. 575	Navy 6 per cent stock	711,700.00	100.00
July 16, 1798, 1 Stat., p. 607; May 7, 1800, 2 Stat., p. 60.	8 per cent loans of 1798 and 1800	6,481,700.00	500.00
Nov. 10, 1793, 2 Stat., p. 245	Louisiana 6 per cent stock	11,250,000.00	
Feb. 11, 1807, 2 Stat., p. 415	Exchanged 6 per cent stock of 1807	6,294,051.12	
Feb. 11, 1807, 2 Stat., p. 416	Converted 6 per cent stock of 1807	1,859,850.70	
May 1, 1810, 2 Stat., p. 610	6 per cent loan of 1810	2,750,000.00	
Mar. 14, 1812, 2 Stat., p. 694	6 per cent loan of 1812	8,134,700.00	
Do	Temporary loan of 1812	2,150,000.00	
June 30, 1812, 2 Stat., p. 766	Treasury notes of 1812	5,000,000.00	
July 6, 1812, 2 Stat., p. 783	Exchanged 6 per cent stock of 1812	2,984,746.72	
Feb. 8, 1813, 2 Stat., p. 798	16-million loan of 1813	18,109,377.43	46.39
Feb. 25, 1813, 2 Stat., p. 801	Treasury notes of 1813	5,000,000.00	
Aug. 2, 1813, 3 Stat., p. 75	7½-million loan of 1813	8,498,581.95	
Mar. 4, 1814, 3 Stat., p. 100	Treasury notes of March, 1814	10,000,000.00	
Mar. 24, 1814, 3 Stat., p. 111	10-million loan of 1814	9,919,476.25	288.98
Do	6-million loan of 1814	5,384,134.87	
Do	Undesignated 6 per cent loan of 1814.	746,403.31	
Mar. 31, 1814, 3 Stat., p. 116	Mississippi stock	4,282,036.92	871.78
Nov. 15, 1814, 3 Stat., p. 144	Temporary loan of 1814	1,450,000.00	
Dec. 26, 1814, 3 Stat., p. 161	Treasury notes of December, 1814	8,318,400.00	
Jan. 9, 1815, 3 Stat., p. 179	Direct-tax loan of 1815	200,000.00	
Feb. 13, 1815, 3 Stat., p. 205	Temporary loan of February, 1815	225,000.00	
Feb. 24, 1815, 3 Stat., p. 213	7 per cent loan of 1815	9,070,386.00	32.52
Do	Treasury notes of 1815	4,969,400.00	
Do	Small Treasury notes of 1815	3,392,994.00	
Do	Treasury-note stock of 1815	1,505,352.18	67.53
Mar. 3, 1815, 3 Stat., p. 227	Temporary loan of March, 1815	1,150,000.00	
Do	6 per cent loan of 1815	12,288,147.56	
Apr. 10, 1816, 3 Stat., p. 269	5 per cent loan of 1816	7,000,000.00	
May 15, 1820, 3 Stat., p. 582	5 per cent loan of 1820	999,999.13	
Do	6 per cent loan of 1820	2,000,000.00	
Mar. 3, 1821, 3 Stat., p. 635	5 per cent loan of 1821	4,735,296.30	
Apr. 20, 1822, 3 Stat., p. 663	Exchanged 5 per cent stock of 1822	56,704.77	
May 24, 1824, 4 Stat., p. 33	4½ per cent loan of May 24, 1824	5,000,000.00	
May 26, 1824, 4 Stat., p. 74	Exchanged 4½ per cent stock of 1824	4,454,727.95	
May 26, 1824, 4 Stat., p. 73	4½ per cent loan of May 26, 1824	5,000,000.00	
Mar. 3, 1825, 4 Stat., p. 129	Exchanged 4½ per cent stock of 1825	1,539,336.16	
Oct. 12, 1837, 5 Stat., p. 201	Treasury notes prior to 1846	10,000,000.00	4,022.50
May 21, 1838, 5 Stat., p. 228		5,709,810.01	1,346.93
Mar. 2, 1839, 5 Stat., p. 323		3,857,276.21	
Mar. 31, 1840, 5 Stat., p. 370		7,114,251.31	5,640.00
Feb. 15, 1841, 5 Stat., p. 411		7,529,062.75	27,650.00
Jan. 31, 1842, 5 Stat., p. 469		7,959,994.83	41,823.00
Aug. 31, 1842, 5 Stat., p. 581		3,025,554.89	192.92
Mar. 3, 1843, 5 Stat., p. 614		1,806,950.00	1,750.00

Table showing amount of obligations of the United States, etc.—Continued.

Authorizing act.	Title of loan.	Amount issued.	Outstanding.
July 21, 1841, 5 Stat., p. 438	Loan of 1841	$5,672,976.88	.....
Apr. 15, 1842, 5 Stat., p. 473	Loan of 1842	8,343,886.03	.....
Mar. 3, 1843, 5 Stat., p. 614	Loan of 1843	7,004,231.35	.....
July 22, 1846, 9 Stat., p. 39	Treasury notes of 1846	7,687,800.00	$5,900.00
Do	Loan of 1846	4,999,149.45	.....
Aug. 10, 1846, 9 Stat., p. 94	Mexican indemnity stock	303,573.92	1,104.91
Jan. 28, 1847, 9 Stat., p. 118	Treasury notes of 1847	*26,122,100.00	950.00
Do	Loan of 1847	28,230,350.00	950.00
Feb. 11, 1847, 9 Stat., p. 125	Bounty-land scrip	233,075.00	3,000.00
Mar. 31, 1848, 9 Stat., p. 217	Loan of 1848	16,000,000.00	.....
Sept. 9, 1850, 9 Stat., p. 447	Texan indemnity stock	5,000,000.00	20,000.00
Dec. 23, 1857, 11 Stat., p. 257	Treasury notes of 1857	52,778,900.00	700.00
June 14, 1858, 11 Stat., p. 365	Loan of 1858	20,000,000.00	2,000.00
June 22, 1860, 12 Stat., p. 79	Loan of 1860	7,022,000.00	.....
Dec. 17, 1860, 12 Stat., p. 121	Treasury notes of 1860	10,010,900.00	.....
Feb. 8, 1861, 12 Stat., p. 129	Loan of February, 1861	18,415,000.00	5,000.00
Mar. 2, 1861, 12 Stat., p. 178	Treasury notes of 1861	35,364,450.00	2,500.00
Mar. 2, 1861, 12 Stat., p. 198	Oregon war debt	1,090,850.00	2,500.00
July 17, 1861, 12 Stat., p. 259; Aug. 5, 1861, 12 Stat., p. 316.	Loan of July and August, 1861	189,321,350.00	45,250.00
Continued at pleasure of Government at 3½ per cent, Circular 42, Apr. 11, 1881.	Loan of July and August continued at 3½ per cent.	127,597,200.00	3,600.00
July 17, 1861, 12 Stat., p. 259; Aug. 5, 1861, 12 Stat., p. 313; Feb. 12, 1862, 12 Stat., p. 338.	Old demand notes	*60,030,000.00	54,847.50
July 17, 1861, 12 Stat., p. 259	Seven-thirties of 1861, issues Aug. 19 and Oct. 1, 1861.	139,999,750.00	10,700.00
Feb. 25, 1862, 12 Stat., p. 345; Mar. 3, 1864, 13 Stat., p. 13; Jan. 28, 1865, 13 Stat., p. 425.	Five-twenties of 1862	514,771,600.00	218,600.00
Feb. 25, 1862, 12 Stat., p. 345; July 11, 1862, 12 Stat., p. 532; Mar. 3, 1863, 12 Stat., p. 710.	Legal-tender notes	*2,758,265,808.00	346,681,016.00
Feb. 25, 1862, 12 Stat., p. 346; Mar. 17, 1862, 12 Stat., p. 370; July 11, 1862, 12 Stat., p. 532; June 30, 1864, 13 Stat., p. 218.	Temporary loan	*716,099,247.16	2,850.00
Mar. 1, 1862, 12 Stat., p. 352; May 17, 1862, 12 Stat., p. 370; Mar. 3, 1863, 12 Stat., p. 710.	Certificates of indebtedness	561,753,241.65	3,000.00
July 17, 1862, 12 Stat., p. 592; Mar. 3, 1863, 12 Stat., p. 711; June 30, 1864, 13 Stat., p. 220.	Fractional currency	*368,720,079.51	6,893,394.14
Mar. 3, 1863, 12 Stat., p. 709; June 30, 1864, 13 Stat., p. 219.	Loan of 1863	75,000,000.00	8,100.00
Continued at pleasure of Government at 3½ per cent, Circular 42, Apr. 11, 1881.	Loan of 1863, continued at 3½ per cent.	50,457,950.00	100.00
Mar. 3, 1863, 12 Stat., p. 710	1-year 5 per cent Treasury notes of 1863.	44,520,000.00	32,065.00
Do	2-year 5 per cent Treasury notes of 1863, with and without coupons.	166,480,000.00	27,350.00
Mar. 3, 1863, 12 Stat., p. 711	Gold certificates	981,134,880.46	224,920.00
July 12, 1882, 22 Stat., p. 165	Gold certificates, payable to bearer	388,650,000.00	33,259,969.00
	Payable to order	169,245,000.00	16,615,000.00
Mar. 3, 1863, 12 Stat., p. 710; June 30, 1864, 13 Stat., p. 218.	3-year 6 per cent compound interest notes.	266,595,440.00	170,300.00
Mar. 3, 1864, 13 Stat., p. 13	Ten-forties of 1864	196,118,300.00	40,000.00
Do	Five-twenties of March, 1864	3,882,500.00	.....
June 30, 1864, 13 Stat., p. 218	Five-twenties of June, 1864	125,561,300.00	16,400.00
Do	Seven-thirties of 1864, series Aug. 15, 1864.	*299,992,500.00	47,400.00
June 30, 1864, 13 Stat., p. 218; Mar. 3, 1865, 13 Stat., p. 468.	Seven-thirties of 1865, series June 15, 1865, and July 15, 1865.	*530,000,000.00	78,150.00
July 1, 1864, 13 Stat., p. 414; July 23, 1868, 15 Stat., p. 170.	Navy pension fund. (See note at end of report.)	.....	.....
Mar. 3, 1865, 13 Stat., p. 468	Five-twenties of 1865	203,327,250.00	24,150.00
Do	Consols of 1865	332,998,950.00	109,400.00
Do	Consols of 1867	379,618,000.00	173,200.00
Do	Consols of 1868	42,539,350.00	16,850.00
Mar. 2, 1867, 14 Stat., p. 558; July 25, 1868, 15 Stat., p. 183.	3 per cent certificates	*85,155,000.00	5,000.00
July 8, 1870, 16 Stat., p. 197	Certificates of indebtedness of 1870	678,362.41	.....
July 14, 1870, 16 Stat., p. 272; Jan. 20, 1871, 16 Stat., p. 399; Dec. 17, 1873, 18 Stat., p. 1; Mar. 3, 1875, 18 Stat., p. 466.	Funded 5 per cent loan of 1881	517,994,150.00	35,500.00
Continued at pleasure of Government at 3½ per cent, Circular 52, May 12, 1881.	Funded loan of 1881 continued at 3½ per cent.	401,504,900.00	2,250.00

* Including reissues.

Table showing amount of obligations of the United States, etc.—Continued.

Authorizing act.	Title of loan.	Amount issued.	Outstanding.
July 14, 1870, 16 Stat., p. 272; Jan. 20, 1871, 16 Stat., p. 399; Jan. 14, 1875, 18 Stat., p. 296.	4½ per cent loan of 1891	$250,000,000.00	$409,500.00
Continued at pleasure of Government at 2 per cent, circular 99, July 2, 1891.	Funded loan of 1891 continued at 2 per cent.	25,364,500.00	25,364,500.00
July 14, 1870, 16 Stat., p. 272; Jan. 20, 1871, 16 Stat., p. 399; Jan. 14, 1875, 18 Stat., p. 296.	4 per cent loan of 1907	740,893,100.00	559,631,750.00
Feb. 26, 1879, 20 Stat., p. 321	Refunding certificates	40,012,750.00	50,310.00
June 8, 1872, 17 Stat., p. 336	Certificates of deposit	1,265,530,000.00	34,450,000.00
Feb. 28, 1878, 20 Stat., p. 26; Aug. 4, 1886, 24 Stat., p. 227.	Silver certificates	1,171,278,000.00	345,702,504.00
July 12, 1882, 22 Stat., p. 165	Loan of 1882, 3 per cent	305,581,250.00	10,100.00
Jan. 14, 1875, 18 Stat., p. 296	Loan of 1904, 5 per cent	100,000,000.00	100,000,000.00
Do	Loan of 1925, 4 per cent	62,315,400.00	62,315,400.00
July 1, 1862, 12 Stat., p. 489; July 2, 1864, 13 Stat., p. 356.	Bonds in aid of Pacific railroads	64,623,512.00	61,643,512.00
July 14, 1890, 26 Stat., p. 289	Treasury notes of 1890	315,787,000.00	137,771,280.00
Aug. 15, 1894, 28 Stat., p. 336	Cherokee evidences of indebtedness	6,640,000.00	6,640,000.00
June 20, 1874, 18 Stat., p. 116	District of Columbia 3.65 percents	14,959,800.00	14,217,100.00
June 10, 1879, 21 Stat., p. 9	District of Columbia 5 per cent 20-year funding loan.	1,092,300.00	778,000.00
Mar. 3, 1891, 26 Stat., p. 1103	District of Columbia 3½ per cent funding loan.	2,800,000.00	1,623,300.00

NOTE.—The navy pension fund is a sum arising from prizes captured by the Navy, and amounting to $14,000,000. Three per cent per annum on this amount is applied to the payment of naval pensions, but no bonds are outstanding to represent the amount.

SCHEDULE OF COPIES OF OBLIGATIONS OF THE UNITED STATES.

Six per cent stock of 1790.
Deferred 6 per cent stock of 1790.
Three per cent stock of 1790.
Five and one-half per cent stock of 1795.
Navy 6 per cent stock.
Louisiana 6 per cent stock.
Exchanged 6 per cent stock of 1807.
Converted 6 per cent stock of 1807.
Six per cent loan of 1812.
Sixteen million loan of 1813.
Sixteen million loan of 1813, annuities for thirteen years.
Treasury notes of March, 1814.
Ten-million loan of 1814.
Ten million loan of 1814, supplemental stock.
Six-million loan of 1814.
Undesignated loan of 1814.
Mississippi stock.
Treasury notes of 1815.
Small Treasury notes of 1815.
Six per cent loan of 1815.
Five per cent loan of 1816.
Five per cent loan of 1820.
Five per cent loan of 1821.
Four and one-half per cent loan of 1824, act May 24, 1824.
Exchanged 4½ per cent loan of 1824, redeemable after December 31, 1832.
Exchanged 4½ per cent loan of 1824, redeemable after December 31, 1833.
Funded 4½ per cent loan of 1824, act May 26, 1824.
Exchanged 4½ per cent stock of 1825, redeemable after December 31, 1828.
Exchanged 4½ per cent stock of 1825, redeemable after December 31, 1829.
Treasury notes, act October 12, 1837.
Treasury notes, act May 21, 1838.
Treasury notes, act March 2, 1839.
Treasury notes, act March 31, 1840.
Treasury notes, act February 15, 1841.
Treasury notes, act January 31, 1842.
Treasury notes, act August 31, 1842.
Treasury notes, act March 3, 1843.

Treasury notes, act July 22, 1846.
Loan of 1841.
Loan of 1842.
Loan of 1843.
Loan of 1846.
Mexican indemnity stock.
Loan of 1847.
Treasury notes, act January 28, 1847.
Treasury notes, act December 23, 1857.
Bounty-land scrip.
Loan of 1848.
Texas indemnity stock.
Loan of 1858.
Loan of 1860.
Treasury notes of 1860.
Loan of February, 1861.
Treasury notes, act March 2, 1861.
Oregon war debt.
Loan of July and August, 1861, 6 per cent.
Loan of July and August, 1861, continued at 3½ per cent.
Old demand notes.
Seven-thirty Treasury notes.
Five-twenties of 1862.
United States notes.
Certificates of deposit, temporary loan.
Certificates of indebtedness.
Fractional currency, first issue.
Fractional currency, second, third, fourth, and fifth issues.
Loan of 1863.
Loan of 1863, continued at 3½ per cent.
One-year notes, act of March 3, 1863.
Two-year 5 per cent Treasury notes, act March 3, 1863.
Gold certificates, act March 3, 1863.
Gold certificates, act July 12, 1882, payable to bearer.
Gold certificates, act July 12, 1882, payable to order.
Three-year 6 per cent compound-interest notes.
Ten-forties of 1864.
Five-twenties of March, 1864.
Five-twenties of June, 1864.
Seven-thirty Treasury notes, act June 30, 1864.
Seven-thirty Treasury notes, act March 3, 1865, issue June 15, 1865.
Seven-thirty Treasury notes, act March 3, 1865, issued July 15, 1865.
Five-twenties of 1865.
Consols of 1865.
Consols of 1867.
Consols of 1868.
Three per cent certificates, acts March 2, 1867, and July 25, 1868.
Certificates of indebtedness, act of July 8, 1870.
Five per cent funded loan of 1881.
Five per cent loan of 1881, continued at 3½ per cent.
Four and one-half per cent loan of 1891.
Four and one-half per cent loan of 1891, funded, continued at 2 per cent.
Four per cent loan of 1907, consols.
Four per cent refunding certificates, act February 26, 1879.
Currency certificates of deposit, act June 8, 1872.
Silver certificates, act February 28, 1878.
Silver certificates, act August 4, 1886.
Three per cent loan of 1882.
Five per cent loan of 1904.
Four per cent loan of 1925.
Pacific Railroad loan.
Treasury notes of 1890.
Cherokee evidences of indebtedness.
District of Columbia 3.65 per cent loan.
District of Columbia 5 per cent 20-year funding loan.
District of Columbia 3½ per cent 10-year funding loan.

OBLIGATIONS ISSUED BY THE UNITED STATES GOVERNMENT SINCE MARCH 4, 1789.

Six per cent stock of 1790.

(No. ....)

UNITED STATES LOAN OFFICE,
STATE OF ....., ..., 17..

Be it known, that there is due from the United States of America unto ....., or .... assigns, the sum of ....., bearing interest at six per cent per annum, from the first day of January, 1791, inclusively, payable quarter-yearly, and subject to redemption by payments, not exceeding in one year, on account both of principal and interest, the proportion of Eight Dollars upon a Hundred of the stock bearing interest at six per cent; created by virtue of an act, making provision for the debt of the United States, passed on the fourth day of August, 1790, which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

.... Dollars. .....

Deferred six per cent stock of 1790.

UNITED STATES LOAN OFFICE,
(No. ....) STATE OF ....., ..., 17..

Be it known that there is due from the United States of America unto ..... or his assigns, the sum of ....., bearing interest at six per cent per annum, from the first day of January, A. D. one thousand eight hundred and one, inclusively; payable quarter-yearly, and subject to redemption by payments not exceeding, in one year, on account both of principal and interest, the proportion of Eight Dollars upon a Hundred of the stock bearing interest at six per cent; created by virtue of an act, making provision for the debt of the United States, passed on the fourth day of August, 1790; which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

.... Dollars. .....

Three per cent stock of 1790.

(No. ....)

TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ..., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA

Unto ..... or .... assigns, the sum of ....., bearing interest at three per centum per annum from the ....., inclusively; payable quarter-yearly, and subject to redemption, by the payment of said sum, whenever provision shall be made therefor by law; which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

B. ..... Dollars. .....

Five and one-half per cent stock of 1795.

Four Thousand Dollars.
(No. ....)

TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ...

Be it known that there is due from the United States of America unto ..... or .... assigns, the sum of Four Thousand Dollars bearing interest at five and an half per centum per annum from the first day of ....., inclusively; payable quarter-yearly, and subject to redemption by the payment of said sum, whenever provision shall be made therefor by law; which debt is recorded in this office, and is transferable only by appearance in person or by attorney at the proper office, according to the rules and forms instituted for that purpose.

$4,000. .....
Register.

Navy six per cent stock.

NAVY SIX PER CENT STOCK.

One Thousand Dollars of six per cent stock, redeemable whenever provision shall be made therefor by law.

(No. ....) U. S. LOAN OFFICE, STATE OF .....

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ....., or .... assigns, the sum of One Thousand Dollars, bearing interest at six per centum per annum from the .... day of ....., inclusively, payable quarter-yearly, and redeemable at the pleasure of the United States; being stock created by virtue of "An act supplementary to the act entitled 'An act to provide an additional armament for the further protection of the trade of the United States, and for other purposes,'" passed the 30th June, 1798, which debt is recorded in this office, and is transferable only by appearance in person or by attorney at the proper office, according to the rules and forms instituted for that purpose.

1,000 Dollars. 1,000 Dollars.

.....
Commissioner.

Louisiana six per cent stock.

LOUISIANA DOMESTIC SIX PER CENT STOCK.

(No. ....) BANK OF THE UNITED STATES AT ....., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at six per centum per annum from the first day of ....., inclusively, payable quarter-yearly, being ..... unpaid of stock created by virtue of an act entitled "An act authorizing the creation of a stock to the amount of eleven millions two hundred and fifty thousand dollars, for the purpose of carrying into effect the convention of the 30th of April, 1803, between the United States of America and the French Republic, and making provision for the payment of the same," passed the tenth day of November, 1803; and now transferable to and from the books of this bank by virtue of the act entitled "An act to facilitate the transfer of the stock created under an act passed on the tenth day of November, 1803," passed the first day of July, 1812; and the act entitled "An act transferring the duties of the commissioner of loans to the Bank of the United States, and abolishing the office of commissioner of loans," passed the 3d March, 1817, which ..... is payable after the twenty-first day of October, ..., which debt is recorded in and is transferable only at this bank, by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

.... Dollars.

Countersigned:

....
Cashier. President.

Exchanged six per cent stock of 1807.

EXCHANGED SIX PER CENT STOCK.

Permanent No. .... UNITED STATES LOAN OFFICE,
(No. ....) STATE OF ....., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at six per centum per annum from the first day of ....., inclusively, payable quarter-yearly, being Old Six Per Cent Stock exchanged by virtue of an act entitled "An act supplementary to the act entitled 'An act making provision for the redemption of the whole of the public debt of the United States,'" passed the eleventh day of February,

1807, and redeemable in the manner provided by the said act; which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

---- Dollars.

.....
Commissioner.

Converted six per cent stock of 1807.

CONVERTED SIX PER CENT STOCK.

Permanent No. ....
(No. ....)

UNITED STATES LOAN OFFICE,
STATE OF ....., ..., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ....., or .... assigns, the sum of ....., bearing interest at six per centum per annum from the first day of ....., inclusively, payable quarter-yearly, being Old Three Per Cent Stock converted into Six Per Cent Stock by virtue of an act entitled "An act supplementary to the act entitled 'An act making provision for the redemption of the whole of the public debt of the United States,'" passed the eleventh day of February, 1807, and redeemable in the manner provided by the said act; which debt is recorded in this office and is transferable only by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

.... Dolls.

.....
Commissioner.

Six per cent loan of 1812.

SIX PER CENT STOCK OF 1812.

(No. ....)

UNITED STATES LOAN OFFICE,
STATE OF ....., ..., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ....., or .... assigns, the sum of One Hundred Dollars, bearing interest at six per centum per annum from the .... day of ....., inclusively, payable quarter-yearly, being stock created in pursuance of an act of Congress passed on the 14th day of March, 1812, entitled "An act authorizing a loan for a sum not exceeding Eleven Millions of Dollars," the principal of which stock is reimbursable at the pleasure of the United States at any time after the last day of December, in the year 1824; which debt is recorded in this office and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

100 Dollars.

.....
Commissioner.

Sixteen-million loan of 1813.

SIX PER CENT STOCK OF 1813.

(No. ....)

BANK OF THE UNITED STATES AT
....., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest as six per centum per annum, from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress, passed on the eighth day of February, 1813, entitled "An act authorizing a loan for a sum not exceeding Sixteen Millions of Dollars;" the principal of which stock is reimbursable at the pleasure of the United States at any time after the last day of December,

in the year 1825; which debt is recorded in, and transferable only at, this bank, by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

Dollars ....

Countersigned:

....
Cashier. President.

Sixteen-million loan of 1813. Annuities for thirteen years.

ANNUITIES FOR THIRTEEN YEARS, FROM JANUARY 1, 1813.

(No. ....) TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ..., 181..

Be it known, that there is payable by the United States of America unto .... or .... assigns, the annual sum of ..... Dollars, in quarter-yearly payments, from the first day of January, 1813, until the thirty-first day of December, in the year 1825, being an annuity created in pursuance of the act of Congress, passed February 8, 1813, entitled "An act authorizing a loan for a sum not exceeding Sixteen Millions of Dollars;" which annuity is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

.... Dollars per annum. .....
Register.

Treasury notes of March, 1814.

20 UNITED STATES. No. XX

.....181..

On the .... day of ....., 181.., the United States promise to pay to ..... or order, at ....., Twenty Dollars, with interest from the date hereof until that day at five and two-fifths per cent per annum, in conformity with the act of Congress of 4th March, 1814.

Countersigned:

....
Comr. of Loans.

.....
In behalf of the United States.

Receivable everywhere by the United States in payment of duties, taxes, and public lands.

Treasury Department:
Interest per day, 3 mills.
month, 9 cents.
year, 1 dollar 8 cents.

Ten-million loan of 1814.

LOAN OF MAY 2D, 1814, OF 10,000,000 DOLLARS, ON WHICH THE SUPPLEMENTAL STOCK HAS ISSUED.

(No. ....) TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ..., 181..

Be it known that there is due from the

UNITED STATES OF AMERICA

Unto ..... or .... assigns, the sum of ....., bearing interest at six per centum per annum, from the .... day of ....., inclusively, payable quarter-yearly, being stock created in pursuance of an act of Congress, passed on the twenty-fourth day of March, 1814, entitled "An act to authorize a loan for a sum not exceeding Twenty-five Millions of Dollars," the principal of which stock is reimbursable at the pleasure of the United States at any time after the last day of December, in the

year 1826; which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

Dollars....

.....
Register.

Loan of May 2d, 1814, of ten millions of dollars. Six per cent stock of 1814.

Ten-million loan of 1814, supplemental stock.

SUPPLEMENTAL SIX PER CENT STOCK OF 1814. LOAN OF MAY 2D, 1814, OF 10,000,000 DOLLARS.

(No. ....)

TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ..., 181..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at six per centum per annum, from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress passed on the twenty-fourth day of March, 1814, entitled "An act to authorize a loan for a sum not exceeding Twenty-five Millions of Dollars," the principal of which stock is reimbursable at the pleasure of the United States, at any time after the last day of December, in the year 1826; which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

Dollars ....

.....
Register.

Loan of May 2d, 1814, of ten millions of dollars.

Six-million loan of 1814.

SIX PER CENT STOCK OF 1814. LOAN OF AUGUST 22D, 1814, OF 6,000,000 DOLLARS.

(No. ....)

LOAN OFFICE OF THE UNITED STATES,
STATE OF ....., 181..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at six per centum per annum, from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress, passed on the twenty-fourth day of March, 1814, entitled "An act authorizing a loan for a sum not exceeding Twenty-five Millions of Dollars," the principal of which stock is reimbursable at the pleasure of the United States, at any time after the last day of December, in the year 1826; which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

Dollars ....

.....
Commissioner.

Loan of August 22d, 1814, of six millions of dollars.

Undesignated loan of 1814.

SIX PER CENT STOCK OF 1814.

(No. ....)

TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ..., 181..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at six per centum per annum, from the .... day of ....., inclusively, payable quarter-yearly,

being stock created in pursuance of an act of Congress, passed on the twenty-fourth day of March, 1814, entitled "An act to authorize a loan for a sum not exceeding Twenty-five Millions of Dollars;" the principal of which stock is reimbursable at the pleasure of the United States at any time after the last day of December, in the year 1826; which debt is recorded in this office, and is transferable only by appearance in person or by attorney at the proper office, according to the rules and forms instituted for that purpose.

Dollars ....

.....
Register.

Mississippi stock, March 31, 1814.

RECORDED MISSISSIPPI STOCK.

(No. ....)

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 182..

Be it known, that there is due from the United States of America, unto ..... or .... assigns, the sum of ....., being thirty-four per cent remaining unpaid on Certificates of Mississippi Stock, issued under an act of Congress, of March 31st, 1814; which debt is recorded in and is transferable only by appearance in person or by attorney at this office; is receivable in the same manner, at the land offices in the State of Mississippi and Alabama Territory, and is payable out of the moneys arising from the sale of public lands at the said land offices.

.... Dollars.

.....
Register.

Treasury notes of 1815.

100 No. ....

UNITED STATES TREASURY DEPARTMENT,
....., 18..

The United States promise to receive this note for One Hundred Dollars with interest from the date hereof at five and two-fifths per cent per annum, in all payments to them, or to issue on demand six per cent stock for the principal and interest thereof to .... order, agreeably to the act of Congress of the 24th of February, 1815.

Countersigned:

.....
Register of the Treasury.

.....

.....
In behalf of the United States.

Interest per day 1½ cent.
" per month 45 cents.
" per year $5.40 cents.

Small Treasury notes of 1815.

No. ....

Receivable everywhere by the United States in payment of Duties, Taxes, and Public Lands.

TREASURY DEPARTMENT, *March 25, 1815.*

The United States promise to receive this note for Five Dollars in all payments to them; or to fund the amount at seven per cent interest, on request; agreeably to the act of Congress of February 24th, 1815.

Countersigned:

.....
Register of the Treasury.

.....

.....
In behalf of the United States.

Six per cent loan of 1815.

SIX PER CENT STOCK OF 1815.

(No. ....)

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 181..

Be it known that there is due from the

UNITED STATES OF AMERICA

Unto ..... or .... assigns, the sum of ....., bearing interest at six per centum per annum from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress passed on the third day of March, 1815, entitled "An act to authorize a loan for a sum not exceeding Eighteen Millions Four Hundred and Fifty-two Thousand Eight Hundred Dollars," the principal of which stock is reimbursable at the pleasure of the United States at any time after the last day of December, in the year 1827; which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office. according to the rules and forms instituted for that purpose.

Dollars ....

.....
Register.

Five per cent loan of 1816.

FIVE PER CENT STOCK.

(No. ....)

TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ..., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at five per centum per annum from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress passed the tenth day of April, 1816, entitled "An act to incorporate the subscribers to the Bank of the United States," for the payment of seventy thousand shares, amounting to Seven Millions of Dollars, authorized to be subscribed for by the Secretary of the Treasury, to said Bank, in behalf of the United States; the principal of which stock is reimbursable in any sums, and at any periods, which the Government shall deem fit; the said debt being recorded in this office, and being transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms prescribed for that purpose.

Dollars ....

.....
Register.

Five per cent loan of 1820.

FIVE PER CENT STOCK OF 1820, LOAN OF 1,000,000 DOLLARS.

(No. ....)

TREASURY OF THE UNITED STATES,
REGISTER'S OFFICE, ..., 182..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at five per centum per annum from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress passed on the 15th day of May, 1820, entitled "An act to authorize the President of the United States to borrow a sum not exceeding Three Millions of Dollars;" the principal of which stock is reimbursable at the pleasure of the United States, at any time after the first day of January, in the year 1832, which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

Dollars

.....
Register.

Five per cent loan of 1821.

5 PER CENT STOCK OF 1821.

(No. ....)

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at five per centum per annum from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress passed on the third day of March, 1821, entitled "An act to authorize the President of the United States to borrow a sum not exceeding Five Millions of Dollars," the principal of which stock is reimbursable at the pleasure of the United States at any time after the first day of January, in the year 1835, which debt is recorded in this office, and is transferable only by appearance in person, or by attorney, at the proper office, according to the rules and forms instituted for that purpose.

Dollars ....

.....
Register.

Four and one-half per cent loan of 1824 (act May 24, 1824).

FUNDED FOUR AND A HALF PER CENT STOCK, PER ACT OF 24TH MAY, 1824.

No. ....

BANK OF THE UNITED STATES, AT .....,
....., 182..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at four and a half per cent per annum from the .... day of ....., inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress passed on the 24th day of May, 1824, entitled "An act to authorize the creation of a stock to an amount not exceeding Five Millions of Dollars, to provide for the awards of the Commissioners under the treaty with Spain of the 22d of February, 1819;" the principal of which stock is redeemable at the pleasure of the United States, at any time after the first day of January, in the year 1832, which debt is recorded in, and is transferable at this office by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

Dollars ....

Countersigned:

.....
Cashier.

.....
President.

Funded four and a half per cent stock of 1824.

Exchanged four and one-half per cent loan of 1824. (redeemable after December 31, 1832).

EXCHANGED FOUR AND ONE-HALF PER CENT STOCK OF 1824 (REDEEMABLE AFTER THE 31ST DAY OF DECEMBER, 1832).

No. ....

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 182..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at four and one-half per centum per annum from the first day of ....., inclusively, payable quarter-yearly; being Six Per Cent Stock of 1813, exchanged in pursuance of an act of Congress passed on the twenty-sixth day of May, 1824, entitled "An act to authorize the Secretary of the Treasury to exchange a stock bearing an interest of four and one-half per cent for certain stocks bearing an interest of six per cent," the principal of which stock is subject to redemption at the pleasure of the United States, at any

time after the 31st day of December, 1832, which debt is recorded in, and transferable only at, this Department by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

Dollars....

.....
Register.

Exchanged four and one-half per cent stock of 1824.

Exchanged four and one-half per cent loan of 1824 (redeemable after December 31, 1833).

EXCHANGED FOUR AND ONE-HALF PER CENT STOCK OF 1824 (REDEEMABLE AFTER THE 31ST DAY OF DECEMBER, 1833).

No. ....

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 182..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ....., bearing interest at four and one-half per centum per annum from the first day of ....., inclusively, payable quarter-yearly; being Six Per Cent Stock of 1813, exchanged in pursuance of an act of Congress passed on the twenty-sixth day of May, 1824, entitled "An act to authorize the Secretary of the Treasury to exchange a stock bearing an interest of four and one-half per cent for certain stocks bearing an interest of six per cent," the principal of which stock is subject to redemption at the pleasure of the United States at any time after the 31st day of December, 1833; which debt is recorded in, and transferable only at this Department, by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

Dollars ....

.....
Register.

Exchanged four and a half per cent stock of 1824.

Funded four and one-half per cent loan of 1824 (act May 26, 1824).

FUNDED FOUR AND A HALF PER CENT STOCK OF 1824, PER ACT OF 26TH MAY, 1824.

No....

BANK OF THE UNITED STATES AT ....., 182..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ..... bearing interest at four and one-half per centum per annum from the first day of ..... inclusively, payable quarter-yearly; being stock created in pursuance of an act of Congress passed on the twenty-sixth day of May, 1824, entitled "An act to authorize the Secretary of the Treasury to exchange a stock bearing an interest of four and one-half per cent for certain stocks bearing an interest of six per cent," the principal of which stock is subject to redemption at the pleasure of the United States at any time after the 31st day of December, 1831; which debt is recorded in, and transferable only at, this Bank, by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

Dollars.....

Countersigned:

.....
Cashier.

.....
President.

Funded four and a half per cent stock of 1824.

Exchanged four and one-half per cent stock of 1825 (redeemable after December 31, 1828).

EXCHANGED FOUR AND ONE-HALF PER CENT STOCK OF 1825 (REDEEMABLE AFTER THE 31ST DAY OF DECEMBER, 1828).

No. ....

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 182..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ..... bearing interest at four and one-half per centum per annum from the first day of ..... inclusively, payable quarter-yearly; being Six Per Cent Stock of 1813, exchanged in pursuance of an act of Congress passed on the third day of March, 1825, entitled "An act to authorize the Secretary of the Treasury to borrow a sum not exceeding Twelve Millions of Dollars, or to exchange a stock bearing an interest of four and one-half per cent for a certain stock bearing an interest of six per cent," the principal of which stock is subject to redemption at the pleasure of the United States at any time after the 31st day of December, 1828; which debt is recorded in, and transferable only at, this Department, by appearance in person or by attorney, according to the rules and forms instituted for that purpose.

Dollars ....

.....
Register.

Exchanged four and a half per cent stock of 1825.

Exchanged four and one-half per cent stock of 1825 (redeemable after December 31, 1829).

EXCHANGED FOUR AND ONE-HALF PER CENT STOCK OF 1825 (REDEEMABLE AFTER THE 31ST DAY OF DECEMBER, 1829).

No. ....

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 182..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ..... bearing interest at four and one-half per centum per annum from the first day of ..... inclusively, payable quarter-yearly, being Six Per Cent Stock of 1813, exchanged in pursuance of an act of Congress passed on the third day of March, 1825, entitled "An act to authorize the Secretary of the Treasury to borrow a sum not exceeding Twelve Millions of Dollars, or to exchange a stock bearing an interest of four and one-half per cent for a certain stock bearing an interest of six per cent," the principal of which stock is subject to redemption at the pleasure of the United States at any time after the 31st day of December, 1829; which debt is recorded in, and transferable only at, this Department, by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

Dollars ....

.....
Register.

Exchanged four and a half per cent stock of 1825.

Treasury note (act October 12, 1837).

No. .... No. ....

Receivable in Payment of all Public Dues.

THE UNITED STATES

Promise to pay one year after date to ..... or order One Hundred Dollars with interest at the rate of .... per centum.

WASHINGTON, ..., 183..

Countersigned:

.....
Register.

.....
Treasurer of the United States.

Treasury note (act May 21, 1838).

No. ....

THE UNITED STATES

Promise to pay one year after date to ..... or order Fifty Dollars with interest at the rate of .... per centum.

WASHINGTON, ..., 183..

Countersigned:

.....
Register.

No. ....

Receivable in Payment of all Public Dues.

.....
Treasurer of the United States.

Treasury note (act March 2, 1839).

No. ....

Receivable in Payment of all Public Dues.

THE UNITED STATES

Promise to pay one year after date to ..... or order One Hundred Dollars with interest at the rate of .... per centum.

WASHINGTON, ... 183..

Countersigned:

....., Register.

No. ....

.....
Treasurer of the United States.

Treasury note (act March 31, 1840).

No. ....

Receeivable in Payment of all Public Dues.

THE UNITED STATES

Promise to pay one year after date to ..... or order One Thousand Dollars with interest at the rate of .... per centum.

WASHINGTON, ..., 184..

Countersigned:

.....
Register.

No. ....

....., Treasurer of the United States.

Treasury note (act February 15, 1841).

Receivable in Payment of all Public Dues.

No. ....

THE UNITED STATES

Promise to pay one year after date to ..... or order Five Hundred Dollars with interest at the rate of .... per centum.

WASHINGTON, ..., 184..

Countersigned:

.....
Register.

No. ....

Receivable in Payment of all Public Dues.

.....
Treasurer of the United States.

Treasury note (act January 31, 1842).

Receivable in Payment of all Public Dues.

No. ....

THE UNITED STATES

Promise to pay one year after date to ..... or order One Hundred Dollars, with interest at the rate of .... per centum.

WASHINGTON, ..., 184..

Countersigned:

.....
Register.

No. ....

.....
Treasurer of the United States.

Treasury note (act August 31, 1842).

Receivable in Payment of all Public Dues.

No. ....

THE UNITED STATES

Promise to pay one year after date to ..... or order Five Hundred Dollars with interest at the rate of .... per centum.

WASHINGTON, ... 184..

Countersigned:

..... Register.

No. ....

Receivable in Payment of all Public Dues.

..... Treasurer of the United States.

Treasury note (act March 3, 1843).

Receivable in payment of all public dues.

No. ....

THE UNITED STATES

Promise to pay one year after date to ..... or order Fifty Dollars with interest at the rate of one mill per $100 per annum.

WASHINGTON, ... 184..

Countersigned:

..... Register.

No. ....

..... Treasurer of the United States.

Treasury note (act July 22, 1846).

Receivable in Payment of all Public Dues.

No. ....

THE UNITED STATES

Promise to pay one year after date to ..... or order One Hundred Dollars with interest at the rate of .... per centum.

WASHINGTON, ... 184..

Countersigned:

..... Register.

No. ....

..... Treasurer of the United States.

Loan of 1841.

5,000
United States Stock.
5,000

No. ....

UNITED STATES LOAN OF 1841.

5,000
5,000
5,000

No. ....

TREASURY DEPARTMENT, ..., 184..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of Five Thousand Dollars bearing interest at .... per centum per annum from the .... day of ....., 184.., inclusively, payable quarter-yearly, being stock created in pursuance of an act of Congress passed on the twenty-first day of July, 1841, entitled "An act authorizing a loan not exceeding the sum of Twelve Millions of Dollars" the principal of which stock is reimbursable at the pleasure of the United States at any time after the thirty-first day of December, 1844, which debt is recorded in, and transferable at the office of the Register of Treasury by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

Countersigned:

..... Register.

..... Secretary of the Treasury.

Loan of 1842.

UNITED STATES LOAN OF 1842.

No. .... No. ....

TREASURY DEPARTMENT, ..., 18..

$100 $100

Be it known that there is due from the

UNITED STATES OF AMERICA

Unto ..... or .... assigns, the sum of One Hundred Dollars, bearing interest at six per centum per annum from the .... day of ....., 184.., inclusively, payable half-yearly, being stock created in pursuance of an act of Congress entitled "An act authorizing a loan not exceeding the sum of Twelve Millions of Dollars," approved July 21st, 1841, and an act of Congress entitled "An act for the extension of the loan of eighteen hundred and forty-one, and for an addition of Five Millions thereto, and for allowing interest on Treasury notes due," approved April 15th, 1842, the principal of which stock is reimbursable at the pleasure of the United States at any time after twenty years from the 31st day of December, 1842, which debt is recorded in and transferable at the office of the Register of the Treasury, by appearance in person, or by attorney, according to the rules and forms instituted for that purpose.

.....
Register of the Treasury.

Loan of 1843.

UNITED STATES LOAN OF 1843. UNITED STATES STOCK.

1,000 1,000

No. .... No. ....

TREASURY DEPARTMENT.

1,000
United States
Loan of 1843.
1,000

Be it known that there is due from the

UNITED STATES OF AMERICA

Unto ..... or .... assigns, the sum of One Thousand Dollars, being stock created in pursuance of an act of Congress entitled "An act authorizing the reissue of Treasury notes, and for other purposes," approved March 3d, 1843, the principal of which is redeemable at the pleasure of the United States at any time after the expiration of ten years after the 30th June, 1843, and bearing interest at the rate of five per centum per annum, payable half-yearly, which debt is recorded in the office of the Register of the Treasury, and is transferable on the books of the Treasury according to the regulations provided for that purpose.

Dated at Washington this .... day of ....., 184..

Countersigned:

....., ...
Register of the Treasury. Secretary of the Treasury.

Loan of 1846.

5,000 5,000
United States Stock. 5,000
5,000 5,000

No. .... UNITED STATES LOAN OF 1846. No. ....

TREASURY DEPARTMENT, ..., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of Five Thousand Dollars, bearing interest at six per cent per annum from the first day of ....., 18.., inclusively, payable 1st January and 1st July, being stock created in pursuance of an act of Congress passed on the twenty-second day of July, 1846, entitled "An act authorizing an issue of Treasury notes and a loan, the principal of which stock is reimbursable on the 12th day of November in the year eighteen hundred and fifty-six, which debt is

recorded in and transferable at the office of the Register of the Treasury by appear ance, in person or by attorney, according to the rules and forms instituted for that purpose.

Entered .....
Recorded .....

.....
Register of the Treasury.

Mexican indemnity stock.

FIVE PER CENT STOCK, IN PAYMENT OF THE FOURTH AND FIFTH INSTALLMENTS AND INTEREST OF THE MEXICAN INDEMNITY.

No. ....

[Seal of the Treas. Dep't.]

TREASURY DEPARTMENT,
REGISTER'S OFFICE, ..., 18..

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, the sum of ..... Dollars $\frac{00}{100}$, being the amount of the fourth and fifth installments and interest due on certificates of Mexican indemnity in the name of ..... to wit: No. ...., amounting to ..... Dollars $\frac{00}{100}$, bearing interest at five per centum per annum, payable semiannually (on the 10th February and 10th August), from the 10th ....., 18..; which debt is recorded in and is transferable only at this office, by appearance in person or by lawful attorney, and is reimbursable, at the pleasure of the United States, at any time after the 9th day of August, 1851. The interest on this certificate, amounting to ..... Dollars $\frac{00}{100}$, each six months, is payable at this office to the said ..... or .... lawfully authorized attorney.

.... Dolls. $\frac{00}{100}$.

.....
Register of the Treasury.

Loan of 1847.

Loan of 1847. Payable after 1867.
Proceeds of the sales of Public Lands. 300 No. ....
No. .... 300. Pledged to pay principal and interest.
Treasury Department. Register's Office.

It is hereby certified that the
UNITED STATES OF AMERICA
Are indebted unto ..... or .... assigns the sum of Three Hundred Dollars, redeemable "after the last day of December, 1867, with interest from the .... day of ....., 184.., inclusive, at six per cent per annum, payable on the first days of January and July in each year. This debt is authorized by an act of Congress approved January 28th, 1847, and is transferable on the books of this Office.

Washington, ..., 184..
Entered .....
Recorded .....

.....
Register U. S. Treasury.

Treasury note (act January 28, 1847).

Act of 28th Jan'y, 1847.

Receivable in Payment of all Public Dues.

No. .... Two Years after date No. ....

THE UNITED STATES

Promise to pay Five Hundred Dollars to the order of ....., with interest at six per cent per annum.

WASHINGTON, ..., 184..
Countersigned:

....
Register of the U. S. Treasury. Treasurer of the United States.

Principal fundable, at the option of the holder, in United States six per cent stock bearing semiannual interest, redeemable after 1867.

Treasury note (act December 23, 1857).

One Year — After Date

THE UNITED STATES

Promise to pay to the order of .....
No. .... One Hundred Dollars, No. ....
with interest at the rate of .... per centum per annum.

WASHINGTON, ..., 185..
Countersigned:

....
Register of the U. S. Treasury. Treasurer of the United States.

Receivable in payment of all public dues.

Bounty land scrip.

WAR BOUNTY SCRIP.

1,000 — 1,000

Act of February 11, 1847.

Redeemable at the pleasure of the Government.

Be it known that there is due from the

UNITED STATES OF AMERICA,

Unto ..... or .... assigns, One Thousand Dollars, redeemable at the pleasure of the Government, with semi-annual interest at six per cent per annum from the .... day of ....., 184.., payable on the first days of January and July in each year. This scrip is issued pursuant to the provisions of the act of Congress of February 11th, 1847, and is transferable on the books in the office of the Register of the Treasury.

Washington, ..., 18..
Entered .....
Recorded .....

.....
Register U. S. Treasury.

Loan of 1848.

UNITED STATES LOAN OF 1848.

Treasury Department. 5,000 — Register's Office. 5,000

No. .... — No. ....

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, the sum of Five Thousand Dollars, redeemable after the first day of July, 1868, with interest from the .... day of ....., 184 .., inclusive, at six per cent per annum, payable on the first days of January and July in each year. This debt is authorized by an act of Congress approved March 31st, 1848, and is transferable on the books of this office.

Washington, ..., 184..
Entered .....
Recorded .....

.....
Register U. S. Treasury.

Texas indemnity stock.

Treasury Department. No. .... 1,000 — Register's Office. No. 1,000

TEXAN INDEMNITY, FIVE PER CENT STOCK.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or bearer, the sum of One Thousand Dollars, redeemable after the 31st day of December, 1864, with interest at five per centum per annum,

payable semiannually on the first days of January and July in each year, at the Treasury of the United States, on presentation and surrender of the proper coupon hereto annexed. This debt is authorized by an act of Congress approved September 9th, 1850. It is recorded in the office of the Register of the United States Treasury, and is transferable on delivery.

Washington, ..., 185..
Entered .....
Recorded .....

.....
Register U. S. Treasury.

(Coupons in form like the following, for interest, attached:)

Due from the United States to the bearer, Twenty-Five Dollars, for six months' interest, due 1st January, 1858, upon bond No. .... for $1,000.

For the Secretary of the Treasury: .....

Loan of 1858.

UNITED STATES LOAN OF 1858.

TREASURY DEPARTMENT, REGISTER'S OFFICE.

Be it known that there is due from United States Stock.

THE UNITED STATES OF AMERICA,

Unto ..... or assigns, the sum of One Thousand Dollars, being stock created in pursuance of an act of Congress entitled "An act to authorize a loan not exceeding the sum of Twenty Millions of Dollars," approved June 14th, 1858, the principal of which is redeemable at the pleasure of the United States at any time after the expiration of fifteen years after the 1st January, 1859, and bearing interest at the rate of five per centum per annum, payable half-yearly, which debt is recorded in the Office of the Register of the Treasury and is transferable on the books of the Treasury according to the regulations provided for that purpose.

Dated at Washington this .... day of ....., 187..
Entered .....
Recorded .....

.....
Register of the Treasury.

Loan of 1860.

TREASURY DEPARTMENT, REGISTER'S OFFICE.

No. .... No. ....

It is hereby certified that the

5,000 UNITED STATES OF AMERICA 5,000

Are indebted unto ..... or assigns, the sum of Five Thousand Dollars, redeemable ten years after the first day of January, 1861, with interest from the .... day of ....., 18.., inclusive, at five per cent per annum, payable on the first days of January and July in each year. This debt is authorized by an act of Congress approved June 22d, 1860, and is transferable on the books of this Office.

Washington, ..., 18..
Entered .....
Recorded .....

.....
Register U. S. Treasury.

Treasury notes of 1860.

E Pluribus Unum. No. ....

THE UNITED STATES

Promise to pay one year after date to the order of ..... One Thousand Dollars with interest at .... per cent per annum.

WASHINGTON, ..., 186..

Countersigned:

....
Register of the U. S. Treasury. Treasurer of the United States.

Receivable in payment of all public dues.

Loan of February, 1861.

M TREASURY DEPARTMENT, REGISTER'S OFFICE. 1,000

Series of 1870 1,000 Series of 1870 1,000

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, the sum of One Thousand Dollars, redeemable after the 31st day of December, 1880, with interest from the first day of ....., 18.., inclusive, at six per cent per annum, payable on the first day of January and July in each year. This debt is authorized by an act of Congress approved February eighth, 1861, and is transferable on the books of this office.

[Seal of U, S. Treas. Dept.]

Washington, ..., 18..
Entered.....
Recorded.....

.....
Register of the Treasury.

Treasury note (act March 2, 1861).

Issued in pursuance of an act of Congress approved March 2d, 1861.

Two years THE UNITED STATES After date

No. .... No. ....

Promise to pay to the order of ..... Fifty Dollars, with interest at six per cent payable 1st January and 1st July.

Washington, ..., 1861.
Convertible into bonds of the United States.
Countersigned:

....
Register of the Treasury. Treasurer of the U. S.

Receivable in payment of all public dues.

Oregon war debt.

A TREASURY DEPARTMENT. A

500 (....) 500 (....)

Series of 1870. Series of 1870.

Be it known that the

[Seal of U. S. Treasury.]

UNITED STATES OF AMERICA

Will pay to ..... or order the sum of Five Hundred Dollars at any time after the 1st day of July, 1881, on surrender of this obligation at the Treasury of the United States, with interest at the rate of six per centum from the 1st day of July,

1861, payable semiannually on the first day of January and July in each year, at the Treasury of the United States, upon the surrender of the proper coupon hereunto annexed, pursuant to an act of Congress approved the 2d day of March, 1861, entitled, "An act to provide for the payment of expenses incurred by the Territories in the suppression of Indian hostilities therein in the year 1855 and 1856."

Washington, ..., 187..
Entered .....
Recorded .....

.....
Register of the Treasury.

(Coupons in form like the following attached):

OREGON WAR DEBT.

UNITED STATES OF AMERICA

Will pay to bearer Fifteen Dollars for six months' interest, due 1st January, 1881 upon bond for $500.

JOHN ALLISON,
Register of the Treasury.

Loan of July and August, 1861, six per cent.

No. ....
500

No. ....
500

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, the sum of Five Hundred Dollars, redeemable after the 30th day of June, 1881, with interest from the first day of ....., 18 .., inclusive, at six per cent per annum, payable on the first days of January and July in each year. This debt is authorized by acts of Congress approved July 17th and August 5th, 1861, and is transferable on the books of this office.

Washington, ..., 18 ..
Entered .....
Recorded .....

.....
Register U. S. Treasury.

TREASURY DEPARTMENT, REGISTER'S OFFICE.

Loan July 17 and August 5, 1861.

Loan of July and August, 1861, continued at 3½ per cent.

500

500

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns the sum of Five Hundred Dollars, redeemable after the 30th day of June, 1881, with interest from the first day of ....., 18.., inclusive, at six per cent per annum, payable on the first day of January and July in each year. This debt is authorized by acts of Congress approved July 17th and August 5th, 1861, and is transferable on the books of this Office.

Series of 1870.
Washington, ..., 18..
Entered.....
Recorded.....
[Seal U. S. Treas. Department.]

.....
Register of the Treasury.

TREASURY DEPARTMENT, REGISTER'S OFFICE.

(Memorandum printed across face of bond:) At the request of and for value received by the owner of this bond the same is continued during the pleasure of the Government to bear interest at the rate of three and one-half (3½) per centum per annum from July 1st, 1881, payable semiannually as provided in Treasury Circular No. 42, dated April 11, 1881.

Old Demand Notes (act July 17, 1861, August 5, 1861, and February 12, 1862).

OBVERSE.

No. ....

The United States promise to pay to the bearer Five Dollars on demand.

WASHINGTON, *Aug. 10, 1861.*

Payable by the Assistant Treasurer of the United States, at.....

....
Register of the Treasury. Treasurer of the United States.

REVERSE.

UNITED STATES OF AMERICA.

Five

Five Dollars.

Seven-thirty Treasury notes (act of July 17, 1861, issue Aug. 19 and Oct. 1, 1861.)

OBVERSE.

Interest one cent per day.

$50 Three years after date $50

The United States promise to pay to the order of ..... Fifty Dollars, with $7\frac{3}{10}$ per cent interest payable semiannually.

Washington, August 19, 1861.

....
Register of the Treasury. Treasurer of the United States.

Convertible into 20 year 6 per cent U. S. bonds, act of July 17, 1861.

Five coupons attached, last six months' interest payable with note, prior installments payable only on presentation of coupons therefor.

Five-twenties of 1862.

Treasury Department. Register's Office.
1,000 1,000

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, the sum of One Thousand Dollars, redeemable at the pleasure of the United States after the 30th day of April, 1867, and payable after the 30th day of April, 1882, with interest from the 1st day of ....., 18.., inclusive, at six per cent per annum, payable on the first days of May and November in each year. This debt is authorized by act of Congress approved February 25, 1862, and is transferable on the books of this office.

Washington, ..., 18..
Entered .....
Recorded .....
Act approved February 25, 1862.

.....
Register U. S. Treasury.

Redeemable after five, and payable twenty years from date.

United States notes (acts February 25, 1862, July 11, 1862, March 3, 1863).

OBVERSE.

This note is a legal tender note for one dollar. The United States will pay to bearer one dollar.

Washington, D. C.

....

Register of the Treasury. Treasurer of the United States.

United States note.

REVERSE.

One Dollar. United States of America.

This note is a legal tender at its face value for all debts public and private except duties on imports and interest on the public debt. Counterfeiting or altering this note, or passing any counterfeit or alteration of it, or having in possession any false or counterfeit plate or impression of it, or any paper made in imitation of the paper on which it is printed, is felony, and is punishable by $5,000 fine, or 15 years imprisonment at hard labor, or both.

Certificates of deposit—temporary loan—(act February 25, 1862).

[Various rates of interest. Act March 17, 1862, act July 11, 1862, act June 30, 1864.]

OBVERSE.

No. .... OFFICE OF THE ASSISTANT TREASURER OF THE UNITED STATES,

New York, ..., 186..

I certify that ..... this day deposited for at least thirty days to the credit of the Treasurer of the United States ..... Dollars, for which interest at the rate of .... per centum per annum will be paid to .... order, together with the principal, in lawful money, after ten days' notice, upon the surrender of this certificate.

$....

Original .....

Assistant Treasurer.

United States Treasury. Act of February 25, 1862.

Certificates of indebtedness (acts of March 1, 17, 1862, and March 3, 1863).

OBVERSE.

If the order blank is not filled, this certificate, issued to ....., will be paid to bearer.

UNITED STATES TREASURY.

$1,000 Certificate of Indebtedness. $1,000

The United States is indebted to ....., or order, in the sum of One Thousand Dollars, payable in one year from date, or earlier, at the option of the Government, on the surrender of this certificate, with interest at 6 per centum per annum.

Washington, ..., 1864.

Countersigned by direction of the Secretary:

....

Register of the Treasury. Treasurer of the United States.

Issued on account of ....., No. ...., dated ....., 1864.

Act of March 1, 1862.

Fractional currency, act of July 17, 1862; first issue (postal).

[Issued in denominations of 5c., 10c., 25c., and 50c.]

OBVERSE.

Postal Currency.

Furnished only by the Assistant Treasurers and designated depositaries of the U. S.

U. S. Postage. Five Cents.

Receivable for postage stamps at any post-office.

REVERSE.

Exchangeable for United States notes by any Assistant Treasurer or designated U. S. Depositary in sums not less than Five Dollars. Receivable in payment of all dues to the United States less than Five Dollars.
(Act approved July 17, 1862.)

Fractional currency (acts of March 3, 1863, and June 30, 1864). Second, third, fourth, and fifth issues.

[Issued in denominations of 3c., 5c., 10c., 15c., 25c., and 50c.]

OBVERSE.

Furnished only by the Assistant Treasurers and designated depositaries of the United States.

United States Fractional Currency. Fifty Cents.

Receivable for all United States stamps. Act approved March 3, 1863.

REVERSE.

Exchangeable for United States notes by the Assistant Treasurers and designated depositaries in sums not less than Three Dollars. Receivable in payment of all dues to the United States less than Five Dollars, except customs.

Loan 1863.

500 It is hereby certified that the 500

Register's Office. UNITED STATES OF AMERICA Treasury Department.

Are indebted unto ....., or assigns, in the sum of Five Hundred Dollars, redeemable after the 30th day of June, 1881, with interest from the first day of ....., 18.., inclusive, at six per cent per annum, payable on the first days of January and July in each year. This debt is authorized by act of Congress approved March 3d, 1863, and is transferable on the books of this Office.

Washington, ..., 18..
Entered .....
Recorded .....

Treasury Department. Act of March 3, 1863.

.....
Register of the Treasury.

Loan of 1863 continued at 3 1-2 per cent.

Register's Office Treasury Department.
1,000 1,000

It is hereby certified that the

UNITED STATES OF AMERICA

[Seal of U. S. Treas. Dept.]

Are indebted unto ....., or assigns, in the sum of One Thousand Dollars, redeemable after 30th day of June, 1881, with interest from the first day of ....., 18.., inclusive, at six per cent per annum, payable on the first day of January and July in each year. This debt is authorized by act of Congress approved March 3d, 1863, and is transferable on the books of this Office.

Washington, ..., 18..
Entered .....
Recorded .....
Series of 1873.
Act of March 3d, 1863.

.....
Register of the Treasury.

(Memorandum printed across the face of bond:) At the request of, and for value received by, the owner of this bond, the same is continued during the pleasure of

the Government, to bear interest at the rate of three and one-half (3½) per centum per annum from July 1st, 1881, payable semi-annually, as provided in Treasury circular No. 42, dated April 11, 1881.

One Year Notes (act of March 3, 1863).

OBVERSE.

This note is a legal tender for Ten Dollars.

This note is a legal tender for Ten Dollars.

Washington, March 5, 1864. Act of March 3, 1863. $10

One year after date, The United States will pay to the bearer, with five per cent interest, Ten Dollars.

....

Register of the Treasury. Treasurer of the United States.

Treasury Note.

REVERSE.

UNITED STATES

This note is a legal tender, at its face value, excluding interest, for all debts, public and private, except duties on imports and interest on the public debt.

Counterfeiting or altering this note, or passing any counterfeit or alteration of it, or having in possession any false or counterfeit plate or impression of it, or any paper made in imitation of the paper on which it is printed, is felony, and is punishable by $1,000 fine, or 15 years' imprisonment at hard labor, or both.

OF AMERICA.

Two-Year 5 per cent Treasury notes (act March 3, 1863).

[Issued with and without coupons attached.]

OBVERSE.

This Note is a Legal Tender for Fifty Dollars.

Act of March 3d, 1863.

THE UNITED STATES

Two years after date will pay to bearer Fifty Dollars, with interest at five per cent per annum, payable at maturity.

WASHINGTON, March 23, 1864.

....

Register of the Treasury. Treasurer of the United States.

Treasury Note.

REVERSE.

UNITED STATES OF AMERICA.

This note is a legal tender, at its face value excluding interest, for all debts, public and private, except duties on imports and interest on the public debt.

Counterfeiting or altering this note, or passing any counterfeit or alteration of it, or having in possession any false or counterfeit plate or impression of it, or any paper made in imitation of the paper on which it is printed, is felony, and is punishable by $1,000 fine, or 15 years imprisonment at hard labor, or both.

Gold certificates (act of March 3, 1863).

OBVERSE.

Act March 3, 1863. $5,000

It is hereby certified that Five Thousand Dollars have been deposited with the Assistant Treasurer of the United States, payable in gold at his office, to the order of .....

New York, ..., 18..

.....,
Asst. Treasurer, N. Y.

.....
Register of the Treasury.

.....
Treasurer of the United States.

Series of 1870.

Gold Note.

Five Thousand Dollars.

Gold certificates (act July 12, 1882), payable to bearer.

OBVERSE.

[Under chap. 290, sec. 12, act of July 12, 1882.]

This certifies that there have been deposited in the Treasury of the United States Twenty Dollars in Gold Coin repayable to the bearer on demand.

(Departmental Series).

Washington, Sept. 1, 1882.

.....
Register of the Treasury.

.....
Treasurer of the United States.

REVERSE.

Twenty Dollars.

United States Gold Certificate.

Gold certificates (act of July 12, 1882), payable to order.

OBVERSE.

Act of July 12, 1882. $5,000

It is hereby certified that Five Thousand Dollars have been deposited with the Assistant Treasurer of the United States, payable in gold at his office to the order of .....

....., 18..

.....
Asst. Treasurer U. S.

.....
Register of the Treasury.

.....
Treasurer of the United States.

Series of 1888.

Gold Certificate.

Five Thousand Dollars.

Three-year 6 per cent compound interest notes (acts March 3, 1863, and June 30, 1864)

OBVERSE.

This note is legal tender for Ten Dollars.

WASHINGTON, *July 15, 1864.*

Will pay to the bearer with interest at the rate of six per cent per annum, compounded semiannually,

Ten Dollars.

.....
Register of the Treasury.

.....
Treasurer of the United States.

Treasury Note.

REVERSE.

UNITED STATES OF AMERICA.

By act of Congress this note is legal tender for Ten Dollars, but bears interest at six per cent, compounded every six months, though payable only at maturity, as follows:

6 months' interest	30	Note worth			10.30
One year	60	"	"		10.60
18 months	92	"	"		10.92
Two years	1.25	"	"		11.25
Thirty months	1.59	"	"		11.59
Three years	1.94	"	"		11.94

This sum, $11.94, will be paid the holder for principal and interest, at maturity of note, three years from date.

Ten-forties of 1864.

Five per cent loan under act of March 3rd, 1864.

1,000
Treasury Department.

Redeemable after ten and payable forty years from date.

1,000
Register's Office.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ....., or assigns, in the sum of One Thousand Dollars, redeemable at the pleasure of the United States after the 28th day of February, 1874, and payable on the 1st day of March, 1904, with interest from the ....., inclusive, at five per cent per annum, payable on the first day of September and March in each year This debt is authorized by act of Congress approved March 3d, 1864, and is transferable on the books of this Office.

[Seal of U. S. Treas. Dept.]

Washington, March 1st, 1864.
Issued ....., 18..
Entered .....
Recorded .....

.....
Register of the Treasury.

Five-twenties of March, 1864.

Redeemable after five, and payable twenty years from date.

1,000
Treasury Department.

1,000
Register's Office.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, in the sum of One Thousand Dollars, redeemable at the pleasure of the United States after the 31st day of October, 1869, and payable on the first day of November, 1884, with interest from the ....., inclusive, at six per cent per annum, payable on the first day of May and November in each year. This debt is authorized by act of Congress approved March 3, 1864, and is transferable on the books of this Office.

Washington, ..., 18..
Entered .....
Recorded .....

.....
Register of the Treasury.

Act of March 3d, 1864.

Five-twenties of June, 1864 (act of June 30, 1864).

Treasury Department.
One Thousand.

Register's Office.
One Thousand.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, in the sum of One Thousand Dollars, redeemable at the pleasure of the United States after the 31st day of October, 1869, and payable on the first day of November, 1884, with interest from the ....., inclusive, at six per cent per annum, payable on the first days of May and November in each year. This debt is authorized by act of Congress, approved June 30th, 1864, and is transferable on the books of this Office.

Washington, ..., 18..
Entered .....
Recorded .....

.....
Register of the Treasury.

Treasury Department.
Redeemable after five, and payable twenty years from date.

Seven-thirty Treasury notes (act June 30, 1864).

OBVERSE.

Interest ten cents per day. Washington, August 15, 1864.

$500 Three years after date $500

The United States promise to pay to the order of ....., Five Hundred Dollars, with $7\frac{3}{10}$ per cent interest, payable semiannually in lawful money.

....
Register of the Treasury. Treasurer of the United States.

Act June 30, 1864.
Five coupons attached. Last six months' interest payable with note. Prior installments payable only on presentation of coupon therefor.

REVERSE.

Pay to bearer at maturity.

Convertible at the option of the holder into bonds redeemable at the pleasure of the Government after five years, and payable twenty years from July 15, 1868, with interest at six per cent per annum, payable semiannually in coin.

Seven-thirty Treasury notes (act of March 3, 1865), issue June 15, 1865.

OBVERSE.

Interest ten cents per day. Washington, June 15, 1865.

$500 Three years after date $500

The United States promise to pay to the order of ....., Five Hundred Dollars, with $7\frac{3}{10}$ per cent interest, payable semiannually in lawful money.

....
Register of the Treasury. Treasurer of the United States.

Act of March 3, 1865.
Five coupons attached. Last six months' interest payable with note. Prior installments payable only on presentation of coupon therefor.

REVERSE.

Pay to bearer at maturity.

Convertible at the option of the holder into bonds redeemable at the pleasure of the Government after five years, and payable twenty years from July 15, 1868, with interest at six per cent per annum, payable semiannually in coin.

Seven-thirty Treasury notes (act of March 3, 1865), issue July 15, 1865.

OBVERSE.

Interest ten cents per day. Washington, July 15, 1865.

$500 Three years after date $500

The United States promise to pay to the order of ..... Five Hundred Dollars, with $7\frac{3}{10}$ per cent interest, payable semiannually in lawful money.

....
Register of the Treasury. Treasurer of the United States.

Act of March 3, 1865.

The Government reserves the right of paying in coin the interest on this note at the rate of six per cent per annum.

Five coupons attached; last six months' interest payable with note; prior installments payable only on presentation of coupons therefor.

REVERSE.

Pay to bearer at maturity.

Convertible at the option of the holder into bonds, redeemable at the pleasure of the Government after five years, and payable twenty years from July 15, 1868, with interest at six per cent per annum, payable semiannually in coin.

Five-twenties of 1865.

Redeemable after five years and payable twenty years from date.

1,000 1,000

Treasury Department. Register's Office.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ....., or assigns, in the sum of One Thousand Dollars redeemable at the pleasure of the United States after the 31st day of October, 1870, and payable on the first day of November, 1885, with interest from the ....., inclusive, at six per cent per annum, payable on the first day of May and November in each year. This debt is authorized by act of Congress approved March 3d, 1865, and is transferable on the books of this Office.

Washington, ..., 18..
Entered .....
Recorded .....

.....
Register of the Treasury.

Act of March 3d, 1865.

Consols of 1865.

Act of March 3d, 1865. Series of 1873.

Consolidated debt, issued under act of Congress approved March 3d, 1865.

5,000 5,000

Register's Office. Treasury Department.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, in the sum of Five Thousand Dollars, redeemable at the pleasure of the United States after the 1st day of July, 1870, and payable on the first day of July, 1885, with interest from the ....., inclusive, at six per cent per annum, payable on the first day of January and July in each year. This debt is authorized by act of Congress approved March 3rd, 1865, and is transferable on the books of this Office.

[Seal U. S. Treas. Dept.]

Washington, ...
Entered .....
Recorded .....

.....
Register of the Treasury.

Redeemable after five and payable twenty years from July 1st, 1865.

Consols of 1867.

Act of March 3d, 1865. Series of 1876.

Consolidated debt, issued under act of Congress approved March 3d, 1865.

5,000 5,000

Register's Office. Treasury Department.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ..... or assigns, in the sum of Five Thousand Dollars, redeemable at the pleasure of the United States after the 1st day of July, 1872, and payable on the 1st day of July, 1887, with interest from the ....., inclusive, at six per cent per annum, payable on the first day of January and July in each year. This debt is authorized by act of Congress approved March 3rd, 1865, and is transferable on the books of this Office.

[Seal U. S. Treas. Dept.]

Washington, ..., 18..
Entered .....
Recorded .....

.....
Register of the Treasury.

Redeemable after five and payable twenty years from July 1st, 1867.

Consols of 1868.

Consolidated loan, issued under act of Congress approved March 3d, 1865. Redeemable after five and payable twenty years from date.

Ten X Thousand. Ten X Thousand.

Register's Office. Treasury Department.

It is hereby certified that the

UNITED STATES OF AMERICA

Are indebted unto ....., or assigns, in the sum of Ten Thousand Dollars, redeemable at the pleasure of the United States after the 1st day of July, 1873, and payable on the first day of July, 1888, with interest from the ....., inclusive, at six per cent per annum, payable on the first day of January and July in each year. This debt is authorized by act of Congress approved March 3rd, 1865, and is transferable on the books of this Office.

[Seal of U. S. Treasury.]

Washington ....., 18..
Entered .....
Recorded .....

.....
Register of the Treasury.

***Three per cent certificates** (acts of March 2, 1867, and July 25, 1868).*

OBVERSE.

THE UNITED STATES OF AMERICA $5,000

will pay ....., or bearer, Ten Thousand Dollars on demand in lawful money, with interest from date at the rate of three per cent per annum, at the office of the Assistant Treasurer at New York.

..... 18..

....
Asst. Treasurer, N. Y. Treasurer of the U. S.

Treasury Department. Issued under the act of March 2, 1867, providing for the redemption of compound interest notes.

***Certificate of indebtedness** (act of July 8, 1870.)*

Act July 8th, 1870.

1,000 United States Treasury, certificate of indebtedness. 1,000

[Seal of U. S. Treas. Dept.]

THE UNITED STATES OF AMERICA

Are indebted to ....., or bearer, in the sum of One Thousand Dollars, payable in five years from September 1st, 1870, on the surrender of this certificate, with inter

est at four per centum per annum, payable on the first day of March and September in each year, both principal and interest in lawful money at the Treasury of the United States. This certificate is authorized by act of Congress, entitled "An act providing for refunding the interest paid by the State of Massachusetts on money expended by her on account of the war of 1812 to 1815," approved July 8th, 1870.

Washington, ..., 187..
Entered .....
Recorded .....

.....
Register of the Treasury.

Six months' interest due September 1st, 1875, payable with this certificate.
(Coupons for interest attached, in form like the following:)

20 Act of July 8th, 1870. 20

[Seal of U. S. Treas. Dept.]

The United States of America will pay to the bearer Twenty Dollars, in lawful money, for six months' interest, due March 1st, 1874, on Certificate of Indebtedness for $1,000.

JOHN ALLISON,
Register of the Treasury.

Five per cent funded loan of 1881.

Series of 1878. Washington, May 1st, 1871.

FUNDED LOAN OF 1881 (INTEREST FIVE PER CENT.)

Principal and interest
payable in
1000
Coin at the Treasury of the
United States. [Seal.]

THE UNITED STATES OF AMERICA

Are indebted to ....., or assigns, in the sum of One Thousand Dollars. This bond is issued in accordance with the provisions of an act of Congress entitled "An act to authorize the refunding of the National Debt, approved July 14, 1870, amended by an act approved January 20, 1871," and is redeemable at the pleasure of the United States after the first day of May, A. D. 1881, in coin of the standard value of the United States, on said July 14, 1870, with interest in such coin from the day of the date hereof at the rate of five per centum per annum, payable quarterly, on the first day of February, May, August, and November in each year. The principal and interest are exempt from the payment of all taxes or duties of the United States, as well as from taxation in any form by or under State, municipal, or local authority. Transferable on the books of this Office.

Date of issue .....
Entered .....
Recorded .....

.....
Register of the Treasury.

Act of July 14th, 1870.

Five per cent loan of 1881, continued at 3½ per cent.

Series of 1878. Washington, May 1st, 1871.

FUNDED LOAN OF 1881 (INTEREST 5 PER CENT).

Principal and interest
payable in coin at the
10,000
Treasury of the
United States.

THE UNITED STATES OF AMERICA

Are indebted to ..... or assigns, in the sum of Ten Thousand Dollars. This bond is issued in accordance with the provisions of an act of Congress entitled "An act to authorize the refunding of the National Debt, approved July 14, 1870, amended by an act approved January 20, 1871," and is redeemable at the pleasure of the United

[Seal of U. S. Treas. Dept.] States after the first day of May, A. D. 1881, in coin of the standard value of the United States on said July 14, 1870, with interest in such coin from the day of the date hereof at the rate of five per centum per annum, payable quarterly, on the first day of February, May, August, and November in each year. The principal and interest are exempt from the payment of all taxes or duties of the United States, as well as from taxation in any form by or under State, municipal, or local authority. Transferable on the books of this Office.

Date of issue, ...
Entered .....
Recorded .....

.....
Register of the Treasury.

Ten Thousand Dollars. Act of July 14, 1870. Ten Thousand Dollars.

(Memorandum printed across the face of the bond:) At the request of and for value received by the owner of this bond, the same is continued during the pleasure of the Government, to bear interest at the rate of three and one-half (3½) per centum per annum from August 12, 1881, as provided in Treasury circular No. 52, dated May 12, 1881.

Four and one-half per cent loan of 1891.

Washington, Sept. 1st, 1876.

FUNDED LOAN OF 1891.

Principal and interest payable in coin at the Treasury of the United States.

Interest 4½ per cent.

THE UNITED STATES OF AMERICA

Are indebted to ..... or assigns, in the sum of Ten Thousand Dollars. This bond is issued in accordance with the provisions of an act of Congress entitled "An act to authorize the refunding of the National Debt, approved July 14, 1870, amended by an act approved January 20, 1871," and is redeemable at the pleasure of the United States after the first day of September, A. D. 1891, in coin of the standard value of the United States on said July 14, 1870, with interest, in such coin, from the day of the date hereof, at the rate of four and a half per centum per annum, payable quarterly, on the first day of December, March, June, and September in each year. The principal and interest are exempt from the payment of all taxes or duties of the United States, as well as from taxation in any form, by or under State, municipal, or local authority. Transferable on the books of this Office.

Date of Issue, ...
Entered .....
Recorded .....

.....
Register of the Treasury.

Act of July 14th, 1870.

Four and one-half per cent loan of 1891, funded, continued at 2 per cent.

Washington, Sept. 1st, 1876. M

FUNDED LOAN OF 1891.

Interest, 4½ per cent.

Principal and interest payable in coin 1,000 at the Treasury of the United States. A

THE UNITED STATES OF AMERICA

Are indebted to ..... or assigns, in the sum of One Thousand Dollars. This bond is issued in accordance with the provisions of an act of Congress entitled "An act to authorize the refunding of the National Debt, approved July 14, 1870, amended by an act approved January 20, 1871," and is redeemable at the pleasure of the United States after the first day of September, A. D. 1891, in coin of the standard value of the United States on said July 14, 1870, with interest, in such coin, from the day of the date hereof, at the rate of four and a half per centum per annum, payable quarterly on the first day of December, March, June, and September in each year. The

principal and interest are exempt from the payment of all taxes or duties of the United States, as well as from taxation in any form by or under State, municipal, or local authority. Transferable on the books of this Office.

Date of issue .....
Entered .....
Recorded .....

.....
Register of the Treasury.

Act of July 14th, 1870.

(Memorandum printed across the face of the bond): At the request of and for value received by the owner of this bond, the same is continued during the pleasure of the Government, to bear interest at the rate of two (2) per centum per annum from September 2, 1891, as provided in Treasury Circular No. 99, dated July 2, 1891.

Four per cent loan of 1907, consols.

(Face of bond.)

1877 1907. M

FOUR PER CENT CONSOLS OF THE UNITED STATES.

A 4

Principal and interest payable in coin One M Thousand at the Treasury of the United States.

Washington, July 1st, 1877.

THE UNITED STATES OF AMERICA

Are indebted to ..... or assigns, in the sum of One Thousand Dollars. This bond is issued in accordance with the provisions of an act of Congress entitled "An act to authorize the refunding of the National Debt, approved July 14, 1870," amended by an act approved January 20, 1871, and is redeemable at the pleasure of the United States after the first day of July, A. D. 1907, in coin of the standard value of the United States on said July 14, 1870, with interest, in such coin, from the day of the date hereof, at the rate of four per centum per annum, payable quarterly on the first day of October, January, April, and July in each year. The principal and interest are exempt from the payment of all taxes or duties of the United States, as well as from taxation in any form by or under State, municipal, or local authority. Transferable on the books of this Office.

Date of issue .....
Entered .....
Recorded .....

.....
Register of the Treasury.

Act of July 14th, 1870.

(Back of bond.)

Act of July 14th, 1870. Amended January 20th, 1871.

TRANSFER (NO. ....).

Original Date .... Original No. ....

1000. FOUR PER CENT CONSOLS. 1877-1907.

For value received, ... assign to ..... the within registered bond of the United States, and hereby authorize the transfer thereof on the books of the Treasury Department.

Dated ....., 18..

State of ....., County of ....., Town of .....

Personally appeared before me the above-named assignor, known or proved to me to be the ..... payee of the within bond, and signed the above transfer, acknowledging the same to be his free act or deed.

Witn s my hand, official designation, and seal.

.....

NOTE.—The execution and acknowledgment of the above assignment, when not made at the Treasury Department, must be before a U. S. judge, U. S. district attorney, clerk of a U. S. court, collector of customs, collector or assessor of internal revenue, U. S. Treasurer or Assistant Treasurer, or the president or cashier of a national bank, or, if in a foreign country, before a U. S. minister or consul. In all cases the officer must add his official designation, residence, and seal if he has one.

When the assignment is made by a corporation, it must be named as the assignor; when by a guardian, trustee, executor, administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must be produced to the officer before whom the assignment is made and must accompany the bond. Assignors must be identified as known and responsible persons to the satisfaction of the officer.

One Thousand.

***Four per cent refunding certificates** (act February 26, 1879).*

OBVERSE.

UNITED STATES REFUNDING CERTIFICATE.

$10 Ten Dollars. APRIL 1, 1879.

This certifies that the sum of Ten Dollars has been deposited with the Treasurer of the United States, under act of February 26, 1879.

Act of February 26, 1879. Washington, D. C.

....

Register of the Treasury. Treasurer of the United States.

Convertible, with accrued interest at four per cent per annum, into four per cent bonds of the United States issued under the acts of July 14, 1870, and January 20, 1871, upon presentation at the office of the Treasurer of the U. S., Washington, D. C., in sums of $50, or multiples thereof.

Act of February 26, 1879.

REVERSE.

CERTIFICATE OF DEPOSIT.

Ten Dollars.

Interest on this note will accrue as follows:

For each 9 days, or $\frac{1}{10}$ of a quarter..... 1 cent.
For each quarter year..... 10 cents.
For each entire year..... 40 cents.

United States.

***Currency certificates of deposit** (act of June 8, 1872).*

OBVERSE.

CERTIFICATE OF DEPOSIT. $10,000

It is hereby certified that Ten Thousand Dollars have been deposited with the Assistant Treasurer of the United States, payable in United States notes, on demand at his office, to ....., or order.

....., 189..

....

Register of the Treasury.

....

Asst. Treasurer U. S. Treasurer of the United States.

United States Notes.
Act of June 8, 1872, chapter 346, series of 1875.

Silver certificates (act of February 28, 1878).

[Issued in denominations of 10s, 20s, 50s, 100s, 500s, and 1,000s.]

OBVERSE.

CERTIFICATE OF DEPOSIT.

This certifies that there have been deposited with the Treasurer of the United States at Washington, D. C., payable at his office to the bearer on demand, Twenty Silver Dollars.

....

Register of the Treasury. Treasurer of the United States.

Act of February 28, 1878.

REVERSE.

Twenty Dollars.

This certificate is receivable for customs, taxes, and all public dues, and when so received may be reissued.

United States Silver Certificate.

Silver certificates (act August 4, 1886).

[Issued in denominations of 1s, 2s, 5s, 10s, and 20s.]

Receivable, redeemable, and payable in like manner and for like purposes as provided for by the Silver Certificates of the act of February 28, 1878.

Three per cent loan of 1882.

THREE PER CENT LOAN OF 1882.

Original No. ....
Register's Office.
1,000

Original No. ....
Treasury Department.
1,000

Washington, August 1st, 1882.

THE UNITED STATES OF AMERICA

Are indebted to ..... or assigns, in the sum of One Thousand Dollars. This bond is issued in accordance with the provisions of an act of Congress entitled "An act to enable the National Banking Associations to extend their corporate existence, and for other purposes," approved July 12, 1882, and is payable at the pleasure of the United States at any time after all bonds bearing a higher rate of interest, and which shall be thus redeemable, shall have been redeemed or called, with interest, from the date hereof, at the rate of three per centum per annum, payable quarterly, at the Treasury of the United States, on the first day of February, May, August, and November in each year. This bond is exempt from all taxation by or under State authority, and is transferable on the books of this Office. The last of the bonds originally issued under this act, and their substitutes, shall be first called in, and this order of payment shall be followed until all shall have been paid. (See also sections 3693–3701, U. S. R. S.)

[Seal of Treasury Dept.]

Date of issue .....
Entered .....
Recorded .....

.....
Register of the Treasury.

Five per cent loan of 1904.

One M Thousand. 1894.

1904. M.

FIVE PER CENTS OF 1894.

1,000 5 5 1,000

Washington, D. C.

February 1, 1894.

M. THE UNITED STATES OF AMERICA

Are indebted to ..... or assigns, in the sum of One Thousand Dollars. This bond is issued under authority of an act of Congress entitled "An act to provide for the resumption of specie payments," approved January fourteenth, eighteen hundred and seventy-five, being one of the descriptions of bonds described in the act entitled "An act to authorize the refunding of the national debt," approved July fourteenth, eighteen hundred and seventy, as amended by the act of January twentieth, eighteen hundred and seventy-one, and is redeemable at the pleasure of the United States after the first day of February, nineteen hundred and four, in coin of the standard value of the United States on said July fourteenth, eighteen hundred and seventy, with interest in such coin from the day of the date hereof at the rate of five per centum per annum, payable quarterly on the first day of February, May, August, and November in each year. The principal and interest are exempt from the payment of all taxes or duties of the United States, as well as from taxation in

any form by or under State, municipal, or local authority. Transferable on the books of this Office.

Date of record .....
Entered .....
Recorded .....

.....
Register of the Treasury.

Act of January 14, 1875.

Four per cent loan of 1925.

Act of January 14, 1875. Washington, D. C., February 1, 1895. 1000

1925. FOUR PER CENTS OF 1895.

1000 THE UNITED STATES OF AMERICA No. ....

Are indebted to ..... or assigns, in the sum of One Thousand Dollars. This bond is issued under authority of an act of Congress entitled "An act to provide for the resumption of specie payments," approved January fourteenth, eighteen hundred and seventy-five, being one of the descriptions of bonds described in the act entitled "An act to authorize the refunding of the national debt," approved July fourteenth, eighteen hundred and seventy, as amended by the act of January twentieth, eighteen hundred and seventy-one, and is redeemable at the pleasure of the United States after the first day of Feb., nineteen hundred and twenty-five, in coin of the standard value of the United States on said July fourteenth, eighteen hundred and seventy, with interest in such coin from the day of the date hereof at the rate of four per centum per annum, payable quarterly on the first day of February, May, August, and November in each year. The principal and interest are exempt from the payment of all taxes or duties of the United States, as well as from taxation in any form by or under State, municipal, or local authority. Transferable on the books of this Office.

Date of issue .....
Entered .....
Recorded .....

.....
Register of the Treasury.

Pacific Railroad loan.

PACIFIC RAILROAD BOND.

Register's Office, Treasury Department.

1000 It is hereby certified that 1000

THE UNITED STATES OF AMERICA

Act of July 1st, 1862. Act of July 2nd, 1864.

Are indebted unto ..... or assigns, in the sum of One Thousand Dollars, payable on the .... day of ....., 189.., with interest from the .....18.., at six per cent per annum, payable semiannually, in lawful money on the 1st day of January and July in each year. This debt is authorized by acts of Congress approved July 1st, 1862, and July 2nd, 1864, and is transferable on the books of this Office.

Washington, ..., 18..
Entered .....
Registered .....

.....
Register of the Treasury.

Treasury Department. Payable thirty years from date.

Treasury notes of 1890 (act July 14, 1890).

OBVERSE.

TREASURY NOTE No. ....

1 THE UNITED STATES OF AMERICA 1

Will pay to bearer One Dollar in Coin.

No. .... Washington, D. C.

....
Register of the Treasury. Treasurer of the United States.

Legal Tender. Act July 14, 1890.

REVERSE.

1 1

This Note is a Legal Tender at its face value in payment of all debts, public and private, except when otherwise expressly stipulated in the contract.

Cherokee evidences of indebtedness.

FOUR PER CENT INDEBTEDNESS OF THE UNITED STATES.

Principal and interest payable at the Treasury of the United States.

Due March 4th, 18..
Washington,
August 15th, 1894.

THE UNITED STATES OF AMERICA

Are indebted to ..... or assigns, in the sum of Ten Thousand Dollars. Issued in accordance with the provisions of an act of Congress, entitled "An act making appropriations for current and contingent expenses of the Indian Department and fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June 30th, 1895, and for other purposes," approved August 15th, 1894, as evidence of indebtedness of the United States of America incurred under an act of Congress, approved March 3rd, 1893, and payable on the fourth day of March, A. D. 189.., with interest at the rate of four per cent per annum from March fourth, 1894, payable annually on the fourth day of March in each year. Transferable on the books of this Office.

Entered .....
Recorded .....

.....
Register of the Treasury.

District of Columbia 3.65 per cent loan.

(Face of bond.)

D 500 — No. .... — D 500 — No. ....

DISTRICT OF COLUMBIA FUNDING BOND.

Guaranteed by the
UNITED STATES OF AMERICA.

[Seal of District of Columbia.]

Faith of the United States pledged for the payment of interest and principal. This certifies that the District of Columbia is indebted unto the bearer the sum of Five Hundred Dollars, payable fifty years after date, with interest at the rate of three and sixty-five one-hundredths per cent per annum. Interest payable in the city of New York on the first of February and first of August in each year on presentation of the proper coupon hereunto annexed. This bond is authorized by act of Congress approved June 20, 1874.

Washington, August 1st, 1874.

500 — 500

.....
Comptroller of the District of Columbia.
....., Treasurer.
....., Secretary.
Of the Commissioners of the Sinking Fund.

Registered in the office of the Register of the Treasury of the United States.

.....,
Register.

(Coupons, in form like the following, for interest, attached.)

District of Columbia will pay Nine Dollars and Twelve and a Half Cents to bearer, in the city of New York, being for six months' interest due 1st August, 1924, on bond No. ....

$9.12½ cts. — MOSES KELLY, *Treasr.*

District of Columbia 3.65 per cent loan.

(Back of bond.)

Bond of the District of Columbia.

On the faith of the United States.

Exempt from taxation. Section 7, act of 1874.

That the sinking-fund commissioners of said District are hereby continued, and it shall be the duty of said sinking-fund commissioners to cause bonds of "the District of Columbia to be prepared in sums of Fifty and Five Hundred Dollars, bearing date August first, eighteen hundred and seventy-four, payable fifty years after date, bearing interest at the rate of three and sixty-five hundredths per centum per annum, payable semiannually, to be signed by the secretary and the treasurer of said sink-

ing-fund commissioners and countersigned by the comptroller of said District and sealed as the board may direct; which bonds shall be exempt from taxation by Federal, State, or Municipal authority, engraved and printed at the expense of the District of Columbia, and in form not inconsistent herewith. And the faith of the United States is hereby pledged that the United States will, by proper proportional appropriations as contemplated in this act, and by causing to be levied upon the property within said District such taxes as will provide the revenues necessary to pay the interest on said bonds as the same may become due and payable, and create a sinking fund for the payment of the principal thereof at maturity. Said bonds shall be numbered consecutively, and registered in the office of the comptroller of said District, and shall also be registered in the office of the Register of the Treasury of the United States, for which last named registration the Secretary of the Treasury shall make such provision as may be necessary. And said commissioners shall use all necessary means for the prevention of any unauthorized or fraudulent issue of any of such bonds. And the said sinking-fund commissioners are hereby authorized to exchange said bonds at par for like sums of any class of indebtedness in the preceding section of this act named, including sewer taxes or assessments paid, evidenced by certificates of the auditing board provided for in this act.

District Columbia 5 per cent twenty-year funding loan.

FIVE PERCENTUM BOND.

1879 A Washington, July 1st, 1879. 1899 A

Registered stock of the District of Columbia of the

X....X UNITED STATES OF AMERICA. X....X

This is to certify that there is due to ..... or assigns, the sum of One Thousand Dollars, payable on the 1st day of July, 1899, with interest at the rate of five per centum per annum, payable on the first day of January and the first day of July of each year. This bond is issued in accordance with the provisions of an act of Congress entitled "An act authorizing the Commissioners of the District of Columbia to issue twenty-year five per cent bonds of the District of Columbia to redeem certain funded indebtedness of said District, approved June 10th, 1879.

[Seal of the District of Columbia.]

Registered:

.....
Auditor and Comptroller, D. C.

.....
Register of the Treasury, U. S.

By order of the Board of Commissioners of the District of Columbia.

.....
President.

Transferable on the books.

District of Columbia 3½ per cent ten-year funding loan

C Ten-year Funding Bond. Exempt from Taxation. C

100 Interest $3\frac{50}{100}$ per cent. 100

WASHINGTON, D. C., ..., 189..

[Seal of District of Columbia.] This certifies that the District of Columbia,

No. .... UNITED STATES OF AMERICA, No. ....

Is indebted to ..... or assigns, in the sum of One Hundred Dollars, with interets from the first day of ..... inclusive, at the rate of three and fifty hundredths per cent per annum, payable on the first day of January and July in each year at the Treasury of the United States. This bond is authorized by the act of Congress approved March 3, 1891, which provides that "Such bonds shall be redeemable at pleasure after two years and payable ten years after the date of their issue. The principal and interest thereon shall be exempt from taxation by Federal, State, or municipal authority, and the faith of the United States is hereby pledged that

the United States will, by proportional appropriations, and by causing to be levied upon the property within said District such taxes as will do so, provide the revenues necessary to pay the interest on said bonds as the same may become due and payable, and create a sinking fund for the payment of the same at maturity."

Countersigned:

.....
Auditor of the D. C.

Registered in the office of the Register of the U. S. Treasury.

.....
Treasurer of the United States,
Ex officio Commissioner of the Sinking Fund of the District of Columbia.

Entered .....
Recorded .....

.....
Register of the Treasury.

54TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 155.

IN THE SENATE OF THE UNITED STATES.

MARCH 9, 1896.—Laid on the table and ordered to be printed.

The VICE-PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR, IN RESPONSE TO SENATE RESOLUTION OF MARCH 2, 1896, TRANSMITTING THE ORIGINALS OF THE SWORN STATEMENTS OF THE SIXTY-FIVE PERSONS IN THE STATE OF ARKANSAS AS TO THE VALUE OF PUBLIC LANDS IN THEIR RESPECTIVE COUNTIES, WHICH AFFIDAVITS ACCOMPANIED THE REPORT OF BURTON T. DOYLE, REPRESENTING THE SECRETARY OF THE TREASURY, AND GEORGE C. ROSS, REPRESENTING THE INTERIOR DEPARTMENT, UNDER THE ACT OF CONGRESS APPROVED AUGUST 4, 1894, AN ACT ENTITLED "AN ACT TO AUTHORIZE A COMPROMISE AND SETTLEMENT WITH THE STATE OF ARKANSAS."

DEPARTMENT OF THE INTERIOR,
Washington, March 5, 1896.

SIR: In response to Senate resolution of the 2d instant, we have the honor to hand you herewith the originals of the sworn statements of the 65 persons in the State of Arkansas, made between August 4, 1894, and February 22, 1895, as to the value of the public lands in their respective counties, which affidavits accompanied the report of Burton T. Doyle, representing the Secretary of the Treasury, and George C. Ross, representing the Secretary of the Interior, under the act of Congress approved August 4, 1894, an act entitled "An act to authorize a compromise and settlement with the State of Arkansas," and referred to in Senate Ex. Doc. No. 91, Fifty-third Congress, third session, and we report that the above-mentioned affidavits were made by the parties whose signatures are attached thereto and were procured by and at the instance of said Doyle and Ross, acting under our verbal instructions. No money was paid out by the Government for jurat fees for any of the 65 affidavits.

We also transmit herewith the original exhibits and tables referred to in said Senate executive document.

In response to the second paragraph of said resolution we have to state that there were no written instructions given to these representatives, but they were verbally instructed to thoroughly investigate and adjust as equitably as possible all existing differences between said State and the United States growing out of the bonds and interest on the one hand and the land claims on the other. And in pursuance of this adjustment they were instructed to visit the State, examine the State records, and take testimony concerning the present value of the lands claimed by the State, and which under the proposed compromise would be quitclaimed to the General Government.

The said Burton T. Doyle was, at the time he was detailed for said service, assistant chief of the division of bookkeeping and warrants in the office of the Secretary of the Treasury, receiving an annual compensation of $2,400 under promotion dated February 1, 1894, and that said George C. Ross was, at the date he was detailed for said service, an assistant attorney in the office of the Assistant Attorney-General for the Interior Department, receiving an annual compensation of $2,000 under original appointment dated January 2, 1890, and that both of said persons, as the representatives of the Secretary of the Treasury and the Secretary of the Interior, respectively, visited the State of Arkansas in connection with the matter of said settlement, and that the total costs incurred in the premises, amounting to $300.60, were defrayed by the Treasury Department and the Department of the Interior, and paid out of the contingent funds of those Departments, respectively.

Very respectfully,

J. G. CARLISLE,
Secretary of the Treasury.

HOKE SMITH,
Secretary of the Interior.

The PRESIDENT OF THE SENATE.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Clark County, and my post-office address is at Camden, Ark., in said county and State. I am 45 years of age, and a clerk in U. S. land office at Camden, Ark. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 21,000 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $5.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $7.50 per acre.

R. R. Ross.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*
Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Pope County, ss:*

I am a citizen of the State of Arkansas, a resident of Logan County, and my post-office address is at Paris, in said county and State. I am 41 years of age, and a merchant, and ex-county and circuit clerk. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 54,260 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $7.50 per acre.

H. G. SADLER.

Sworn to and subscribed before me this sixth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*
Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Benton County, ss:*

I am a citizen of the State of Arkansas, a resident of Benton County, and my post-office address is at Rogers, in said county and State. I am 53 years of age, and a manufacturer of and dealer in lumber. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it

is my opinion that the 69,760 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $3.00 per acre.

J. A. C. BLACKBURN.

Sworn to and subscribed before me this first day of February, 1895.

HENRY G. BUNN,
Chief Justice of Supreme Court of Arkansas.

STATE OF ARKANSAS, *Franklin County, ss:*

I am a citizen of the State of Arkansas, a resident of Franklin County, and my post-office address is at Ozark, in said county and State. I am 40 years of age, and a lawyer and present member of the general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 35,990 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $7.50 per acre.

ED H. MATHES.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL,
Clerk Supreme Court Arkansas.

STATE OF ARKANSAS, *Carroll County, ss:*

I am a citizen of the State of Arkansas, a resident of Carroll County, and my post-office address is at Eureka Springs, in said county and State. I am 46 years of age, and a real-estate agent and present member of the general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 79,870 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $7.50 per acre.

W. M. BROWN.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Cl'k Sup. Court.*

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita County, and my post-office address is at Camden, in said county and State. I am 35 years of age, and a county clerk. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,780 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $7.00 per acre.

C. R. BENSON.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita County, and my post-office address is at Camden, in said county and State. I am 28 years of age, and a lawyer and dealer in lands. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my

opinion that the 7,780 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $6.00 per acre.

THOS. J. THORNTON.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Sebastian County, ss:*

I am a citizen of the State of Arkansas, a resident of Sebastian County, and my post-office address is at Ft. Smith, in said county and State. I am 36 years of age, and a surveyor—ex county surveyor. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 26,056 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $6.00 per acre.

T. H. R. JOHNSON.

Sworn to and subscribed before me this seventh day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Crawford County, ss:*

I am a citizen of the State of Arkansas, a resident of Crawford County, and my post-office address is at Van Buren, in said county and State. I am 55 years of age, and a wholesale grocer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 37,937 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

W. H. H. SHIBLEY.

Sworn to and subscribed before me this seventh day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Sebastian County, ss:*

I am a citizen of the State of Arkansas, a resident of Sebastian County, and my post-office address is at Fort Smith, in said county and State. I am 54 years of age, and a cotton buyer and real-estate dealer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 26,056 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

WM. BRUN.

Sworn to and subscribed before me this seventh day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Pope County, ss:*

I am a citizen of the State of Arkansas, a resident of Washington County, and my post-office address is at Fayetteville, in said county and State. I am 65 years of age, and an insurance agent. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion

that the 45,609 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. H. VAN HOOSE.

Sworn to and subscribed before me this sixth day of February, 1895.

[SEAL] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Independence County, ss:*

I am a citizen of the State of Arkansas, a resident of Independence County, and my post-office address is at Newark, in said county and State. I am 45 years of age, and a farmer and member of present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 45,390 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $3.50 per acre.

F. M. MARTIN.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clk. Sup. Court.*

STATE OF ARKANSAS, *Baxter County, ss:*

I am a citizen of the State of Arkansas, a resident of Baxter County, and my post-office address is at Mountain Home, in said county and State. I am 28 years of age, and a lawyer by profession. At present I am a member of the general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, aud it is my opinion that the 145,940 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $7.50 per acre.

J. C. SOUTH.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Sup. Court.*

STATE OF ARKANSAS, *Pope County, ss:*

I am citizen of the State of Arkansas, a resident of Pope County, and my post-office address is at Moreland, in said county and State. I am 30 years of age, and a farmer and teacher; member of present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 143,514 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $6.00 per acre.

F. M. HUDSON.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clk Sup. Court.*

STATE OF ARKANSAS, *Cleburne County, ss:*

I am a citizen of the State of Arkansas, a resident of Cleburne County, and my post-office address is at Heber, in said county and State. I am 48 years of age, and a physician, and a member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 110,324 acres of public lands in my

county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $8.00 per acre.

GEO. W. CROSBY.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Sebastian County, ss:*

I am a citizen of the State of Arkansas, a resident of Sebastian County, and my post-office address is at Fort Smith, in said county and State. I am 36 years of age, and a real estate and loan agent. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 26,056 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $8.00 per acre.

JNO. R. MCBRIDE.

Sworn to and subscribed before me this seventh day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Pope County, ss:*

I am a citizen of the State of Arkansas, a resident of Pope County, and my post-office address is at Atkins, in said county and State. I am 54 years of age, and a tinner and farmer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 143,504 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $3.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $8.00 per acre.

S. D. BLANKERSPID, Sr.

Sworn to and subscribed before me this sixth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita County, and my post-office address is at Camden, in said county and State. I am 51 years of age, and a bank cash'r and late register U. S. land office at Camden, Ark. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,780 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $8.00 per acre.

W. K. RAMSEY.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Columbia County, and my post-office address is at Camden, in said county and State. I am 57 years of age, and a merchant. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 5,400

acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $5.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $8.00 per acre.

DAVE DIXON.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*
Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Pulaski County, ss:*

I am a citizen of the State of Arkansas, a resident of Columbia County, and my post-office address is at Magnolia, in said county and State. I am 48 years of age, and speaker of the house of representatives and farmer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 5,400 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $8.00 per acre.

J. C. COLQUITT.

Sworn to and subscribed before me this fifth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*
Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Faulkner County, ss:*

I am a citizen of the State of Arkansas, a resident of Faulkner County, and my post-office address is at Conway, in said county and State. I am 33 years of age, and a teacher, farmer, and senator in the present State legislature. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,840 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $2.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

J. V. CONNELL.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Faulkner County, ss:*

I am a citizen of the State of Arkansas, a resident of Faulkner County, and my post-office address is at Cascade, in said county and State. I am 28 years of age, and a farmer and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,817 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

ISAAC CAMPBELL.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Little River County, ss:*

I am a citizen of the State of Arkansas, a resident of Little River County, and my post-office address is at Ashdown, in said county and State. I am 26 years of age, and a teacher and a member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both

public and private, and it is my opinion that the 4,840 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $2.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

J. P. ROMINES.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Boone County, ss:*

I am a citizen of the State of Arkansas, a resident of Boone County, and my post-office address is at Harrison, in said county and State. I am 37 years of age, and a farmer, teacher, and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 67,720 acres of public lands in my county, according to the report of the public land commissioner for this State, for the years 1893-1894, are worth on an average $1.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

LAFAYETTE L. COFFMAN.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *C'lk Sup. Court.*

STATE OF ARKANSAS, *Pulaski County, ss:*

I am a citizen of the State of Arkansas, a resident of Pulaski County, and my post-office address is at Little Rock, in said county and State. I am 52 years of age, and ex-commissioner of public lands for the State of Arkansas. I am personally familiar with the lands and land values in my State and public land districts, both public and private, and it is my opinion that the 4,686,573 acres of public lands in my State, according to the report of the public land commmissioner for this State for the years 1893-1894, are worth on an average $2.50 per acre; and that 100,000 acres of the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

C. B. MYER.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Pulaski County, ss:*

I am a citizen of the State of Arkansas, a resident of Pulaski County, and my post-office address is at Little Rock, in said county and State. I am 57 years of age, and State land commissioner of the State of Arkansas. I am personally familiar with the lands and land values in my State and public land districts, both public and private, and it is my opinion that the 4,686,573 acres of public lands in my State, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $2.50 per acre; and that 100,000 acres of the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

J. F. RITCHIE.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Madison County, ss:*

I am a citizen of the State of Arkansas, a resident of Madison County, and my post-office address is at Huntsville, in said county and State. I am 45 years of age, and a lawyer and member of present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 84,730 acres of public lands in my county, according to the report of the public land commissioner for this State for the years

1893–1894, are worth on an average $1.25 per acre; and that the best of such lands subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

W. C. ROBERTS.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Cl'rk Supreme Court.*

STATE OF ARKANSAS, *Newton County, ss:*

I am a citizen of the State of Arkansas, a resident of Newton County, and my post-office address is at Jasper, in said county and State. I am 38 years of age, and a harness manufacturer and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 336,583 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

B. F. RUBLE.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Izard County, ss:*

I am a citizen of the State of Arkansas, a resident of Izard County, and my post-office address is at Melbourne, in said county and State. I am 37 years of age, and a prosecuting attorney for sixteenth judicial circuit. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 67,530 acres of public lands in my county, according to the report of the public land commissioner for this State, for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

J. B. BAKER.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Cl'k Sup. Court.*

STATE OF ARKANSAS, *Garland County, ss:*

I am a citizen of the State of Arkansas, a resident of Garland County, and my post-office address is at Hot Springs, in said county and State. I am 60 years of age, and an attorney and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 70,620 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

J. D. KIMBELL.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Sup. Court.*

STATE OF ARKANSAS, *Fulton County, ss:*

I am a citizen of the State of Arkansas, a resident of Fulton County, and my post-office address is at Salem, in said county and State. I am 44 years of age, and a lumberman and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 97,507 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894 are worth on an average $1.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

W. W. BROOKS.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Cl'k Sup. Courts.*

STATE OF ARKANSAS, *Searcy County, ss:*

I am a citizen of the State of Arkansas, a resident of Searcy County, and my post-office address is at Marshall, in said county and State. I am 26 years of age, and a lawyer and present member of the general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 234,760 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

ULYSSES G. BRATTON.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Sup. Court.*

STATE OF ARKANSAS, *Marion County, ss:*

I am a citizen of the State of Arkansas, a resident of Marion County, and my post-office address is Yellville, in said county and State. I am 33 years of age, and a newspaper man and farmer; present member of general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that 145,000 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

W. R. JONES.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clk. Sup. Court.*

STATE OF ARKANSAS, *Sebastian County, ss:*

I am a citizen of the State of Arkansas, a resident of Sebastian County, and my post-office address is at Fort Smith, in said county and State. I am 32 years of age, and a real estate and loan broker. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 26,056 acres of public lands in my county, according to the report of the public land commissioner for this State, for the years 1893–1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

HARRY E. KELLEY.

Sworn to and subscribed before me this seventh day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Yell County, ss:*

I am a citizen of the State of Arkansas, a resident of Yell County, and my post-office address is at Dardanelle, in said county and State. I am 43 years of age, and an attorney and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 175,587 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894 are worth on an average $3.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $12.50 per acre.

ROBT. TOOMER.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clk. Sup. Court.*

STATE OF ARKANSAS, *Garland County, ss :*

I am a citizen of the State of Arkansas, a resident of Garland County, and my post-office address is at Hot Springs, in said county and State. I am 49 years of age, a county clerk of said county. I am personally familliar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 71,636 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894 are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $2.50 per acre.

FRANK C. PLACE, *County Clerk.*

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Garland County, ss:*

I am a citizen of the State of Arkansas, a resident of Garland County, and my post-office address is at Hot Springs, in said county and State. I am 53 years of age, and a liveryman and farmer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 71,636 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre, and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $2.50 per acre.

D. F. PARKER.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Garland County, ss:*

I am a citizen of the State of Arkansas, a resident of Garland County, and my post-office address is at Hot Springs, in said county and State. I am 53 years of age, and a merchandising. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 71,636 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $2.50 per acre.

W. F. HOUSLEY, *P. M.*

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Garland County, ss :*

I am a citizen of the State of Arkansas, a resident of Garland County, and my post-office address is at Hot Springs, in said county and State. I am 52 years of age, and a grocer business. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 71,636 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $2.50 per acre.

S. A. SAMMONS.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Garland County, ss:*

I am a citizen of the State of Arkansas, a resident of Garland County, and my post-office address is at Hot Springs, in said county and State. I am 44 years of age, and in wholesale feed and grocery business. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 71,636 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $2.50 per acre.

R. L. WILLIAMS, *Mayor.*

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Hot Spring County, ss:*

I am a citizen of the State of Arkansas, a resident of Garland County, and my post-office address is at Hot Springs, in said county and State. I am 52 years of age, and a lawyer and real-estate agent. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 71,636 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $2.50 per acre.

JNO. J. SUMPTER.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Perry County, ss:*

I am a citizen of the State of Arkansas, a resident of Perry County, and my post-office address is at Perryville, in said county and State. I am 33 years of age, and a farmer and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 197,128 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth, at least $3.00 per acre.

MILTON TUMAGE.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clk. Sup. Court.*

STATE OF ARKANSAS, *Sharp County, ss:*

I am a citizen of the State of Arkansas, a resident of Sharp County, and my post-office address is at Evening Shade, in said county and State. I am 33 years of age, and a lawyer and a member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 91,068 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $3.00 per acre.

T. I. HERRN.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL,
Clerk, Supreme Court.

STATE OF ARKANSAS, *Hot Spring County, ss:*

I am a citizen of the State of Arkansas, a resident of Hot Spring County, and my post-office address is at Malvern, in said county and State. I am 59 years of age, and a tax assessor. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 35,878 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894 are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $3.00 per acre.

T. J. THRASHER.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires February 1st, 1899.

STATE OF ARKANSAS, *Hot Spring County, ss:*

I am a citizen of the State of Arkansas, a resident of Hot Spring County, and my post-office address is at Malvern, in said county and State. I am 61 years of age, and a farmer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 35,878 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $3.00 per acre.

J. W. REYBURN.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita County, and my post-office address is at Camden, in said county and State. I am 53 years of age, and a sheriff. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,780 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $4.00 per acre.

R. F. SALE.

Sworn to and subscribed before me this 4th day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Johnson County, ss:*

I am a citizen of the State of Arkansas, a resident of Johnson County, and my post-office address is at Cline, in said county and State. I am 52 years of age, and a farmer and a member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 101,665 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. J. QUICK.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Conway County, ss:*

I am a citizen of the State of Arkansas, a resident of ——— County, and my post-office address is at Morrilton, in said county and State. I am 57 years of age, and a lawyer and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 10,445 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

W. S. HANNA.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Montgomery County, ss:*

I am a citizen of the State of Arkansas, a resident of Montgomery County, and my post-office address is at Buckville, in said county and State. I am fifty years of age, and a physician and a member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 236,025 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. W. SHAW.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Sevier County, ss:*

I am a citizen of the State of Arkansas, a resident of Sevier County, and my post-office address is at Locksburg, in said county and State. I am 33 years of age, and a lawyer and member of present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 46,840 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. S. LAKE.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Sup. Court.*

STATE OF ARKANSAS, *Pike County, ss:*

I am a citizen of the State of Arkansas, a resident of Pike County, and my post-office address is at Antoine, in said county and State. I am 47 years of age, and a farmer and member of the present General Assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 113,600 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit and lumber purposes, are worth at least $5.00 per acre.

J. P. DUNN.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Howard County, ss:*

I am a citizen of the State of Arkansas, a resident of Howard County, and my post-office address is at Nashville, in said county and State. I am 52 years of age, and a farmer, miller, and senator in the present State legislature. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 104,200 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

JOHN H. BELL.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clk. Sup. Court.*

STATE OF ARKANSAS, *Howard County, ss:*

I am a citizen of the State of Arkansas, a resident of Howard County, and my post-office address is at Nashville, in said county and State. I am 57 years of age, and a mechanic and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 104,200 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

W. J. LEE.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clk. Sup. Court.*

STATE OF ARKANSAS, *Union County, ss:*

I am a citizen of the State of Arkansas, a resident of Union County, and my post-office address is at Dilolo, in said county and State. I am 49 years of of age, and a farmer and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 31,060 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. MONROE SMITH.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Cl'k Sup. Court.*

STATE OF ARKANSAS, *Scott County, ss:*

I am a citizen of the State of Arkansas, a resident of Scott County, and my post-office address is at Blue Ball, in said county and State. I am 50 years of age, and a physician and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 319,796 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

W. A. HOUCK.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Cl'k Sup. Court.*

STATE OF ARKANSAS, *Stone County, ss:*

I am a citizen of the State of Arkansas, a resident of Stone County, and my post-office address is at Mountain View, in said county and State. I am 39 years of age, and a merchant and present member of general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 242,750 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

G. C. HINKLE.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Cl'k Sup. Court.*

STATE OF ARKANSAS, *Sebastian County, ss:*

I am a citizen of the State of Arkansas, a resident of Sebastian County, and my post-office address is at Ft. Smith, in said county and State. I am 53 years of age, and a contractor and builder and present mayor. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 26,056 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. A. HOFFMAN.

Sworn to and subscribed before me this sixth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Clark County, and my post-office address is at Arkadelphia, in said county and State. I am 57 years of age, and a farmer by occupation when at home; am now register of U. S. land office at Camden, Ark. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 21,000 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.00 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. A. Ross.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita and Union County, and my post-office address is at Camden, in said county and State. I am 70 years of age, and an agriculturalist and brick presser. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,780 Ouachita, 31,060 Union acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

A. S. MORGAN.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita County, and my post-office address is at Camden, in said county and State. I am 39 years of age, and clerk circuit court. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,780 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

H. G. SMITH.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita County, and my post-office address is at Camden, in said county and State. I am 63 years of age, and a merchant. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,780 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $1.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

J. A. PROCTOR.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Clark County, ss:*

I am a citizen of the State of Arkansas, a resident of Clark County, and my post-office address is at Arkadelphia, in said county and State. I am 52 years of age, and a lawyer, judge of circuit court. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 21,000 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

RUFUS D. HEARN.

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Ouachita County, ss:*

I am a citizen of the State of Arkansas, a resident of Ouachita County, and my post-office address is at Camden, in said county and State. I am 30 years of age, and a lawyer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 7,780 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893-1894, are worth on an average $1.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

T. J. GAUGHAN.

Sworn to and subscribed before me this fifth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 15, 1899.

STATE OF ARKANSAS, *Hot Spring County, ss:*

I am a citizen of the State of Arkansas, a resident of Hot Spring County, and my post-office address is at Malvern, in said county and State. I am 75 years of age, and a farmer. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 35,878 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average, $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $5.00 per acre.

P. A. NEWMAN, *Ex-Sheriff.*

Sworn to and subscribed before me this fourth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Randolph County, ss:*

I am a citizen of the State of Arkansas, a resident of Randolph County, and my post-office address is at Pocahontas, in said county and State. I am 39 years of age, and a lawyer and member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 48,472 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $1.25 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $2.50 per acre.

A. J. WITT.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

STATE OF ARKANSAS, *Sebastian County, ss:*

I am a citizen of the State of Arkansas, a resident of Sebastian County, and my post-office address is at Fort Smith, in said county and State. I am 32 years of age, and a real estate agent. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 26,056 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10.00 per acre.

WHARTON CARVALL.

Sworn to and subscribed before me this sixth day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Sebastian County, ss:*

I am a citizen of the State of Arkansas, a resident of Sebastian County, and my post-office address is at Fort Smith, in said county and State. I am 56 years of age, in the furniture business and a collector. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 26,056 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $2.50 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $10 per acre.

J. M. BAXTER.

Sworn to and subscribed before me this seventh day of February, 1895.

[SEAL.] JAMES A. MARTIN, *Notary Public.*

Commission expires Feb. 1st, 1899.

STATE OF ARKANSAS, *Logan County, ss:*

I am a citizen of the State of Arkansas, a resident of Logan County, and my post-office address is at Blaine, in said county and State. I am 46 years of age, and a farmer and a member of the present general assembly. I am personally familiar with the lands and land values in my county and public land district, both public and private, and it is my opinion that the 54,260 acres of public lands in my county, according to the report of the public land commissioner for this State for the years 1893–1894, are worth on an average $0.75 per acre; and that the best of such lands, subject to selection for agricultural, fruit, and lumber purposes, are worth at least $1.25 per acre.

G. R. BROWN.

Sworn to and subscribed before me this first day of February, 1895.

[SEAL.] W. P. CAMPBELL, *Clerk Supreme Court.*

ORDER.] DEPARTMENT OF THE INTERIOR,
OFFICE OF THE ASSISTANT ATTORNEY-GENERAL,
Washington, December 28, 1894.

Mr. George C. Ross, of the Assistant Attorney-General's office, is hereby detailed to act jointly with such person as may be selected by the Secretary of the Treasury to examine into and report upon the differences between the United States and the State of Arkansas, growing out of and arising from the issuing of certain bonds by said State, and of the amounts due to said State by the United States under the public land laws, with a view to compromising, adjusting, and finally settling said differences under authority of the act of Congress of August 4, 1894 (28 Stat., 229), entitled "An act to authorize a compromise and settlement with the State of Arkansas."

HOKE SMITH, *Secretary.*

DEPARTMENT OF THE INTERIOR,
Washington, January 22, 1895.

SIR: You will proceed to the State of Arkansas and there continue the investigation looking to a compromise and settlement between the United States and that State, under the terms of the act of Congress approved August 4, 1894.

You will be reimbursed your actual necessary traveling expenses and expenses of subsistence, payable from the appropriation for contingent expenses, Department of the Interior, 1894–95.

Very respectfully,

HOKE SMITH, *Secretary.*

Mr. GEORGE C. ROSS,
Assistant Attorney, Office of Assistant Attorney-General.
(Through the Assistant Attorney-General for Department of the Interior.)

Opinion of Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, D. C., February 14, 1895.

GENTLEMEN: I have the honor to acknowledge your joint communication of the 12th instant calling my attention to certain coupon 6 per cent interest-bearing bonds of the State of Arkansas, all dated January 1, 1838, and a portion of which matured October 26, 1861, and another portion January 1, 1868. A copy of one of said bonds is inclosed, and you inquire whether the State of Arkansas is liable for interest on said bonds from and after their maturity.

In my judgment, the question must be answered unhesitatingly in the negative. The rule laid down in the case cited by you—United States *v.* North Carolina (136 U. S., 211)—has been explicitly declared to be the law of Arkansas by the highest court of that State. And I find nothing in the terms of the bonds themselves or in any legislation of Arkansas having any tendency to show that the State has consented to pay interest on the principal of these bonds after such principal became payable.

Respectfully,

RICHARD OLNEY, *Attorney-General.*

The SECRETARIES OF THE TREASURY AND OF THE INTERIOR.

TREASURY DEPARTMENT, *November 2, 1860.*

SIR: In conformity with the request contained in your letter to this Department dated 6th July last, I inclose herewith a statement of the sums which have accrued to the State of Arkansas from the net proceeds of the sales of public lands within her limits, under the acts of 4th September, 1841, and 23d June, 1841, from 1st January, 1841, to 31st December, 1859, with the dates and manner of their application, by which you will perceive that the total amount that has thus accrued is $150,079.72, and that $1,800 thereof had been applied on stocks held in trust by this Department for the benefit of the Chickasaw Indians, previous to the receipt of your communication, and that consequently the total sum can not be applied as you request to the credit of the interest due on the bonds of the Real Estate Bank of Arkansas that are held by this Department for the benefit of the Smithsonian fund, commencing with bond No. —, land continuing progressively, and including the coupon due 1st July, 1860.

By this showing the amount to be applied on account of interest due on the bonds of the Real Estate Bank of Arkansas, as mentioned above, is $148,279.72, and I have consequently under your request transmitted this day to John Quinley, treasurer of your State, at Little Rock, the following coupons, viz: From bond No. 1 to 133, 37 coupons each of $30 due from 1st July, 1842, to 1st July, 1860, both inclusive, and from bond No. 134, 21 coupons of $30 due 1st July, 1840, to 1st July, 1852, both inclusive, which equal 4,942 coupons, $30 each, $148,260, being the sum of $19.72 paid on one coupon not yet surrendered.

Respectfully, your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

His Excellency Governor ELIAS N. CONWAY,
Little Rock, Ark.

Statement of amounts received on account of interest due on stocks of the State of Arkansas held in trust by the Secretary of the Treasury for the benefit of the Smithsonian Institution.

When paid.	Principal of the amount on which interest was received.	Amount of interest paid.
December 29, 1838	$500,000.00	$9,619.57
December 29, 1838	10,000.00	.....
July 1, 1839	510,000.00	15,300.00
July 2, 1840	523,000.00	15,690.00
July 30, 1840	523,000.00	15,690.00
February 1, 1841	538,000.00	16,140.00
June 30, 1841	538,000.00	5,000.00
August 7, 1841	.....	10,000.00
September, 18	.....	1,140.00

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., January 11, 1895.

SIR: I have been requested to furnish you with information, showing the condition of the claims of the State of Arkansas under its various grants, as follows:

1. The full amount of indemnity school lands approved to the State of Arkansas, giving date of approval.

2. Give date of such lists (if any) which are filed and the amount of lands claimed not yet approved.

3. The full amount yet due the State under general or special acts for seminary, internal improvements, etc.

This will not include railroad lands.

I have the honor to transmit herewith three tabular statements compiled from the records of this office, which furnish the information desired.

Very respectfully,

S. W. LAMOREUX, *Commissioner.*

The SECRETARY OF THE INTERIOR.

EXHIBIT A.

Statement of moneys accrued to the State of Arkansas from July 1, 1836, to June 30, 1893, under act of Congress approved June 23, 1836 (5 Stat., 58), section 3 of which reads as follows: "That 5 per cent of the net proceeds of the sale of lands lying within the said State, and which shall be sold by Congress from and after the 1st day of July next, after deducting all expenses incident to the same, shall be reserved for making public roads and canals within the said State, under the direction of the general assembly thereof."

Number of report.	Adjusted accounts from July 1, 1836, to June 30, 1893.	5 per cent net proceeds of sales of public land.	Dates and numbers of warrants drawn on Treasurer.	Amount.	Disposition of moneys due the State of Arkansas under act of June 23, 1836.			
					Paid to State for making roads and canals.	Retained to pay interest on State bonds held in trust for benefit of Smithsonian Institution.*	Retained on account of interest due by State of Arkansas on bonds held in trust for benefit of Chickasaw Indians.	Retained for benefit of Chickasaw orphans.
4464	July 1, 1836, to Dec. 31, 1839	$53,459.16	No. 4163, Nov. 1, 1836	$4,600.00	$4,600.00			
4902	Jan. 1, 1840, to Dec. 31, 1840	6,311.68	No. 4348, Dec. 14, 1836	190.00	190.00			
5293	Jan. 1, 1841, to Mar. 3, 1841	470.65	No. 4788, Feb. 17, 1837	3,600.00	3,600.00			
	Mar. 4, 1841, to June 30, 1842	3,163.56	No. 4789, Feb. 17, 1837	7,600.00	7,600.00			
5711	July 1, 1842, to June 30, 1843	1,830.72	No. 4954, Mar. 20, 1837	1,800.00	1,800.00			
5828	July 1, 1843, to Dec. 31, 1843	1,019.78	No. 5561, June 7, 1837	9,200.00	9,200.00			
6086	Jan. 1, 1844, to June 30, 1844	1,132.85	No. 6509, Sept. 29, 1837	4,600.00	4,600.00			
6208	July 1, 1844, to Dec. 31, 1844	1,788.76	No. 218, Jan. 24, 1839	16,590.00	16,590.00			
6474	Jan. 1, 1845, to Dec. 31, 1845	870.62	No. 593, Mar. 21, 1839	5,150.00	5,150.00			
7152	Jan. 1, 1846, to Dec. 31, 1846	2,609.28	No. 5368, July 22, 1840	129.16	129.16			
7774	Jan. 1, 1847, to Dec. 31, 1848	10,196.73	No. 9542, Sept. 30, 1841	6,311.28	6,311.68			
8475	Jan. 1, 1849, to Dec. 31, 1849	3,009.71	No. 1648, May 2, 1845	7,617.56		$7,617.56		
9227	Jan. 1, 1850, to Dec. 31, 1850	3,617.06	No. 2693, Aug. 23, 1845	1,788.76		1,788.76		
10099	Jan. 1, 1851, to Dec. 31, 1851	8,941.80	No. 8693, Apr. 5, 1847	870.62		870.62		
11115	Jan. 1, 1852, to Dec. 31, 1852	3,271.60	No. 159, July 7, 1847	2,609.28		2,609.28		
11528	Jan. 1, 1853, to Dec. 31, 1853	10,188.69	No. 9469, May 28, 1849	10,196.73		8,396.73		$1,800.00
11982	Jan. 1, 1854, to Dec. 31, 1854	8,313.15	No. 1458, June 3, 1850	3,009.71		3,009.71		
13468	Jan. 1, 1855, to Dec. 31, 1856	18,700.79	No 2879, July 19, 1851	3,617.06		3,617.06		
16045	Jan. 1, 1857, to Dec. 31, 1859	65,941.81	No. 4908, Nov. 10, 1852	8,941.80		8,941.80		
17727	Jan. 1, 1860, to Dec. 31, 1860	19,634.75	No. 7310, Apr. 6, 1854	3,271.60		3,271.60		
29746	Jan. 1, 1861, to Dec. 31, 1861	1,789.43	No. 8331, Oct. 31, 1854	10,188.69		10,188.69		
32485	Jan. 1, 1862, to June 30, 1880	485.41	No. 9840, June 28, 1855	8,313.15		8,313.15		
33063	July 1, 1880, to June 30, 1881	1,592.13	No. 5647, Jan. 7, 1858	18,706.79		18,700.79		
34025	July 1, 1881, to June 30, 1882	3,280.15	No. 3563, Sept. 10, 1860	65,941.81		65,941.81		
36010	July 1, 1882, to June 30, 1883	6,293.56	No. 267, Aug. 18, 1863	19,634.75		19,634.75		
41837	July 1, 1883, to June 30, 1886	6,010.05	No. 236, Feb. 5, 1879	1,789.43			$1,789.43	
42543	July 1, 1886, to June 30, 1887	13,943.60	No. 1908, Dec. 5, 1881	485.41			485.41	

*Applied to the redemption of interest coupons.

Statement of moneys accrued to the State of Arkansas rom July 1, 1836, to June 30, 1893, under act of Congress approved June 23, 1836, etc.—Continued.

Number of report.	Adjusted accounts from July 1, 1836, to June 30, 1893.	5 per cent net proceeds of sales of public lands.	Dates and numbers of warrants drawn on Treasurer.	Amount.	Disposition of moneys due the State of Arkansas under act of June 23, 1836.			
					Paid to State for making roads and canals.	Retained to pay interest on State bonds held in trust for benefit of Smithsonian Institution.*	Retained on account of interest due by State of Arkansas on bonds held in trust for benefit of Chickasaw Indians.	Retained for benefit of Chickasaw orphans.
45227	July 1, 1887, to June 30, 1888	$5,197.07	No. 1201, July 6, 1882	$1,592.13	.....	.....	$1,592.13	.....
54396	July 1, 1888, to June 30, 1891	915.92	No. 1691, Aug. 27, 1883	3,365.85	.....	.....	3,365.85	.....
55840	July 1, 1891, to June 30, 1892	301.12	No. 1862, June 13, 1885	6,207.68	.....	.....	6,207.86	.....
56974	July 1, 1892, to June 30, 1893	272.11	No. 1422, Jan. 26, 1888	1,581.63	.....	.....	1,581.63	.....
			No. 2109, Apr. 10, 1888	4,428.42	.....	.....	4,428.42	.....
			No. 2609, May 24, 1888	13,943.60	.....	.....	13,943.60	.....
			No. 431, Mar. 26, 1889	5,197.07	.....	.....	5,197.07	.....
			No. 1686, Mar. 29, 1893	915.92	.....	.....	915.92	.....
			No. 1981, May 17, 1893	301.12	.....	.....	301.12	.....
				272.11	.....	.....	272.11	.....
		264,553.70		264,553.70	$59,770.84	$162,902.31	40,080.55	$1,800.00

* Applied to the redemption of interest coupons.

The account between the United States and the State of Arkansas for the 5 per cent of the net proceeds of the sales of public land lying within said State during the fiscal year ended June 30, 1894, has been adjusted. (November 12, 1889.)

The amount due the State June 30, 1894, is	$325.74
An account has been adjusted this day (January 22, 1895) for the 5 per cent due said State for first and second quarters fiscal year 1895, and the amount due the State from July 1 to December 31, 1894, is	87.32
Total	413.06

GENERAL LAND OFFICE, DIVISION OF ACCOUNTS, *January 1, 1895.*

Condensed statement of estimated values of claims of the State of Arkansas, as shown by records of General Land Office.

Amount accrued to State under act June 23, 1836, on account 5 per cent of net proceeds sales of public land	$264,879.44
Less amount paid State	59,770.84
Amount withheld by United States	205,108.60
Amount due State under distribution act September 4, 1841 (withheld)	5,012.16

GRANTS IN AID OF EDUCATION AND FOR OTHER PURPOSES.

8,408.83 acres land estimated at $1.25 per acre	10,511.04

CLAIM UNDER SWAMP-LAND LAWS.

Land estimated at $1.25 per acre:	
12,640 acres, as per Exhibit No. 1	15,800.00
4,960 acres, as per Exhibit No. 2	6,200.00
125,000 acres, as per Exhibit No. 3	156,250.00
90,400 acres, as per Exhibit No. 4	113,000.00
118,760 acres, as per Exhibit No. 4	148,450.00
37,240 acres, as per Exhibit No. 5	46,550.00
173,240 acres, as per Exhibit No. 6	216,550.00
63,920 acres, as per Exhibit No. 7	79,900.00
Total	1,003,331.80

GENERAL LAND OFFICE, *December 20, 1894.*

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., November 17, 1894.

SIR: I have the honor to acknowledge the receipt of your letter of 6th ultimo requesting a "statement of the several claims of the State of Arkansas, now of record and remaining unadjusted," with view to compromise and settlement, under act approved August 4, 1894.

In response thereto, I herewith transmit statements showing the status of the several claims, adjusted and unadjusted, in favor of said State of Arkansas, as follows:

Five per cent fund account.—There has accrued to the State of Arkansas from July 1, 1836, to June 30, 1893, the sum of $264,553.70 on account of the 5 per cent of the net proceeds of the sales of public land, of which amount the State has been paid $59,770.84 for making canals and roads, $162,902.31 retained by the United States to pay interest on State bonds held in trust for the benefit of Smithsonian Institution, $40,080.55 to pay interest on bonds held in trust for benefit of Chickasaw Indians, and $1,800 withheld for benefit of Chickasaw orphans, making a total of—

Amount paid the State	$59,770.84
Amount withheld by United States	204,782.86
	264.553.70

as fully set forth in exhibit marked A.

There is due the State of Arkansas the sum of $325.74 on account of 5 per cent of net proceeds of sales of public lands during the fiscal year 1894, statement of which was sent to Treasury Department on 14th instant.

I would respectfully call attention to the adjustment of the account between the United States and the State of Arkansas, made July 1, 1881 (Report No. 32485), for the 5 per cent of the net proceeds of sales of public land from January 1, 1862, to June 30, 1880, which shows a balance due said State of $185.41.

In said adjustment the entire expenses of local land offices, amounting to $75,744.96, together with repayments of purchase money for land erroneously sold and fees and commissions erroneously paid, amounting to $13,823.28 during that period of over eighteen years, were deducted from total cash sales, whereas under the method of adjusting such accounts, which has prevailed since that date (July 1, 1881), of prorating the expenses between total cash sales and total receipts from fees and commissions, the State would be entitled to some $2,000 or $2,500 more than found to be due by the above-mentioned Report No. 32485.

Distribution act, September 4, 1841.—There was found to be due the State of Arkansas under this act the sums of $4,482.79 and $529.37, making a total of $5,012.16, which amount was withheld by the United States and applied in part payment of interest on $538,000 6-per-cent State bonds held in trust by the Treasurer of the United States for the Smithsonian Institution.

Railroad grants.—The only grants by Congress to the State of Arkansas this office is charged with the administration of are the grants of lands to aid in the construction of the railroads now known as the St. Louis, Iron Mountain and Southern, the Little Rock and Memphis, and the Little Rock and Fort Smith railroads.

These grants were made by the act of February 9, 1853 (10 Stat., 159), and were revived and extended by the act of July 28, 1866 (14 Stat., 1866). The State conferred said grants upon three different corporations organized under its laws for the purpose of securing the construction of the roads.

The roads were completed within the time prescribed by the law, and the lands granted were thus earned, and it has always been the practice of this office, with the approval of the Department, to certify said lands to the State for the benefit of the company earning them. The companies to which the State transferred the grant are the beneficiaries, and the State is simply the trustee, deriving no benefit from the grants other than that resulting from the increased facilities for transportation.

The act of July 28, 1866, which revived and extended the grant of 1853, expressly declared that "all the lands therein granted which reverted to the United States under the provisions of said act be, and the same are hereby, restored to the same custody, control, and condition, and made subject to the uses and trusts in all respects as they were before and at the time such reversion took effect." The State therefore has no pecuniary interest in the lands granted to aid in the construction of these roads.

The grant for the Little Rock and Fort Smith road was reported by this office to the Department on November 12, 1889, as finally adjusted, but the Department has not yet passed upon the matter. The two remaining grants have not been finally adjusted.

Grants in aid of education and for other purposes.—Statement showing the status of the claim of the State of Arkansas under its State grants remaining unsettled on November 8, 1894.

In regard to the grant for internal improvements, the Commissioner's report for the fiscal year 1850-51, page 8, shows the status of the grant at that time to have been as follows:

	Acres.
Amount granted	500,000.00
Amount approved	499,889.03
Deficit	110.97

In regard to the seminary grant, by letter to Paul M. Cobb, commissioner of State lands, dated February 28, 1885, volume 22, press copy, page 103, it was stated that the State was still entitled to select an amount not exceeding 6,223.31 acres in satisfaction of said grant. It does not appear that any selections have been made in view of the above statement, and it is probable that the State is still entitled to the above amount under the grant for a seminary.

To verify these statements from the records would, I should say, take the time of an expert accountant for two or three weeks, the records being so faulty.

In regard to the amount of lieu land (sections 16) disposed of by the United States, the only way of ascertaining that fact would be to go through all the tract books, examine the sixteenth sections for any entries that may be shown, and also as to whether the State has selected indemnity for such entries, should any be found. This would be a work of weeks, if not months.

There is one list of school indemnity selections by the State of Arkansas on file remaining unadjusted, embracing in the aggregate 2,074.55 acres, which appears to be valid and free from objection, except as to 280 acres, in which the basis has already been satisfied.

Considering the deficit in the internal-improvement grant of 110.97 acres; deficit in the seminary grant, 6,223.31 acres; and the unadjusted list of school-indemnity selections, 2,074.55 acres, the entire amount which the records show the State may claim under the several grants is 8,408.83 acres.

In the absence of a specific statement showing what is claimed by the State, the above is the best statement that can be made without a full review of all the selections under each grant made since the admission of the State into the Union in 1836.

Claim under the swamp land laws.—By the swamp land grant of September 28, 1850 (9 U. S. Stat., 519), all the swamp lands then existing, and not already disposed of, in Arkansas, were granted to the said State. The quantity granted is indefinite, since no other designation of the lands was given in the law than "swamp and overflowed lands."

By the confirmatory act of March 3, 1857 (11 U. S. Stat., 251), the claim to all lands reported, on that date, to the General Land Office under the swamp-land grant, was confirmed to the State as swamp lands, whether they were of such character or not.

By the indemnity sections of the acts of March 2, 1855 (10 U. S. Stat., 634), and March 3, 1857 (11 U. S. Stat., 251), the State was granted cash and land indemnity in lieu of swamp lands granted, but sold to individuals, up to the date of the passage of the said acts. No indemnity is authorized by law for swamp lands sold by the United States after the date of the passage of the confirmatory act of March 3, 1857.

There has been selected or claimed for or by the State under the swamp land grant 8,656,372.39 acres, and of this quantity 7,673,565.16 acres have been patented as swamp lands. (Report of Commissioner General Land Office for 1894.)

There remains unsettled on the selection records of the division of swamp lands of this office a claim representing about 626,160 acres, as shown by a tabulated statement, with descriptive exhibits corresponding with the columns in the statement herewith submitted.

Exhibit No. 1 shows the lands approved to the State and which might be patented at this time but for the passage of the act approved August 4, 1894, entitled "An act to authorize a compromise and settlement with the State of Arkansas."

Exhibit No. 2 shows lands reported to the General Land Office prior to March 3, 1857, and which are, therefore, confirmed to the State. But for the act of August 4, 1894, these lands might be approved and patented.

Exhibit No. 3 shows lands reported or selected subsequent to March 3, 1857, and which are subject to adjustment. The claim of the State to a number of the tracts is in conflict with the claims of individuals, who contest the allegation that the lands are swamp lands in fact. The claim of the State to other tracts is not contested. The material question as to whether these lands are swamp lands or not has not as yet been determined.

Exhibit No. 4 shows lands disposed of to individuals, under locations made under the general land laws, between the dates of September 28, 1850, and March 3, 1857. If due proof is made by the State that the lands were in fact swamp lands at the date of the grant, the State will receive certificates authorizing it to locate an equal acreage of agricultural lands in lieu of the swamp land proved to have been lost.

The exhibit also shows the claim of the State for cash indemnity, where the lands were entered by individuals under cash purchases.

Exhibit No. 5 shows lands to which the State can assert no legitimate claim, since the lands had already been disposed of at the date of the grant, and were, therefore, excepted from the provisions of the grant. But for the suspension of settlements by reason of the act of August 4, 1894, the improper claim of record might be rejected.

Exhibit No. 6 shows lands claimed by the State as swamp lands; and by railroads, claiming under the State, as nonswamp lands. Having been approved and certified to the State under one grant, it can not properly assert a claim to the same lands under another grant. (See State of Arkansas *v.* St. Louis, Iron Mountain and Southern Rwy. Co., 10 L. D., 165.) The claim of the State on the basis of these lands might also be rejected but for the act of August 4, 1894.

Exhibit No. 7 shows lands the title to which passed to individuals subsequent to the indemnity period. The lands being patented to individuals, they can not be also patented to the State; and having been sold after the indemnity period, they can not under the law be made the subject of an indemnity claim. Hence they are classified as "Unadjustable," under existing laws.

Very respectfully,

S. W. LAMOREUX, *Commissioner.*

The SECRETARY OF THE INTERIOR.

DISTRICT OF COLUMBIA, *Washington, D. C.*, ss:

Thomas G. Riley, on oath, being duly sworn, makes the following statement:

That he was appointed by the governor of Arkansas in March, 1886, to examine the records, files, tract books, and plat books of the General Land Office for the purpose of determining therefrom the amount of swamp lands in place due the State under the act of September 28, 1850; also the indemnity due the State under the acts of March 2, 1855, and March 3, 1857; that in pursuance of these duties he has from time to time filed various lists, which have been in part acted upon by the Commissioner of the General Land Office.

That he has prepared lists, embracing 506,000 acres of land, not heretofore selected, and which have not been, but are now ready to be, filed in the General Land Office; that from a careful and painstaking examination of the field notes of survey for each forty-acre tract embraced in said lists he believes that the greater portion of each forty-acre tract included in said lists is swamp and overflowed land within the meaning of the swamp-land act.

That he believes the State entitled to all said lands or indemnity therefor.

That he has not yet finished the examination of the field notes of the State, and it is his opinion, from a careful estimate of the amount and character of the lands in

the State, the field notes of which he has not yet examined, that there remains over and above said lists of 506,000 acres other swamp lands to the amount of 400,000 acres. This will include about 50,000 acres of what are known as "sunk lands," heavily timbered, and not yet surveyed.

THOS. G. RILEY.

Sworn to and subscribed before me this 15th day of February, 1895.

[SEAL.] WM. H. DE LACY, *Notary Public.*

DISTRICT OF COLUMBIA, *Washington, D. C., ss:*

Thomas G. Riley, on his oath, being duly sworn, makes the following statement:

I was appointed by the governor of the State of Arkansas in February, 1886, to look after the interests of the State of Arkansas growing out of the swamp-land act of September 28, 1850, and was afterwards directed to look after the claim of said State for indemnity school lands.

Since the date of my appointment I have continuously resided in Washington, D. C., and have had, through the courtesy of the several Commissioners of the General Land Office, access to the tract books of the General Land Office.

To carry out the purposes of my designation as the agent of the State, I have examined said books, with a view to determine the amount of cash indemnity and land indemnity due the State under the act of March 3, 1857; also to ascertain from the field notes the residue of swamp lands in place due the State under the act of September 28, 1850.

In addition to these duties as agent of said State, I have ascertained the amount of school indemnity due the State by reason of the losses in the granted section (16), on account of fractional townships, and other losses to said section growing out of natural causes, i. e., the existence of rivers, lakes, etc., the meandering of which by the public survey lessened to that extent the amount of school lands allowed by law.

I have filed but one list for indemnity school lands, that of December 10, 1890, for 2,073.85 acres, of which amount 1,792.85 acres are held to be "apparently valid," though not yet approved.

In addition to this list, I have prepared since the year 1890 four other lists of indemnity school lands from bases above described. I am positive the bases of these selections were valid. I took these lists to division "K" of the General Land Office for the purpose of filing, but was there advised that they could not be accepted by reason of an informality, namely, there were no nonmineral affidavits accompanying said lists. These lists were then returned to the governor of Arkansas for the purpose of securing the requisite affidavits. The lists have not yet been returned for filing. The lands selected in these four lists amounted to 30,000 acres, and the bases for the selections were valid.

THOMAS G. RILEY.

Sworn to and subscribed before me this 16th day of January, 1895.

[SEAL.) WM. H. DE LACY, *Notary Public.*

In the controversy between the United States and the State of Arkansas there are involved two contracts.

By the terms of one the State of Arkansas promised to pay the United States certain bonds, which are held by the latter, in consideration of the money advanced upon them in their purchase.

By the terms of the other the United States promised to cede certain funds and lands to the State of Arkansas in consideration of certain promises to be fulfilled by the State.

In entering upon these contracts, each not only had the right but it was its duty to rely upon the entire good faith of the other.

The State of Arkansas, when she incurred the debt of which her bonds are evidence, exercised, we may assume, the ordinary prudence of an ordinary business man by calculating her ability to meet her obligations. Among the assets which entered into this calculation was the promise of the United States already made to turn over to the State five per cent of the proceeds of all the public lands then undisposed of within her boundaries.

Not to have done so would have been to presuppose either bad faith on the part of the National Government or folly on the part of the State government. Neither supposition is admissible.

The State of Arkansas has complied in good faith with every single promise which she made as her part of the consideration of the second contract, and if the Government of the United States had complied in equal good faith with the promises which constituted her part of the consideration, and with other promises, the State would have been enabled to comply with her promise to pay the bonds involved in the first-named contract.

Assuming, then, good faith on the part of both State and nation, Arkansas claims:

First. Five per cent of 16,676,465.85 acres of land on the market for sale at the date of the contract of 1836, but which were subsequently withdrawn from the market under the homestead law, less cost of survey and sales.

Second. That under the act of 1850 there was vested in the State a title to 2,685,971.34 acres of swamp lands, 1,013,528.52 acres of which the General Land Office acknowledges as just, leaving the balance in dispute.

Third. 7,158.18 acres of seminary internal improvement land, or their value at $1.25 per acre.

Fourth. Under the distribution act of 1841 the sum of $5,012.16, unless already paid in coupons.

Fifth. Cash indemnity for all lands sold by the United States which rightfully belonged to the State under the swamp-land act of 1850. (Iowa.)

Sixth. Land indemnity at $1.25 per acre for lands rightfully belonging to the State under the swamp-land act of 1850 but sold by the United States Government for scrip and land warrants.

Seventh. Some twenty-six thousand acres of land in lieu of sixteenth sections deficient.

Eighth. For keeping United States prisoners, $10,377.80.

Ninth. Eighty-eight thousand five hundred seventy-nine dollars and fifty-seven cents ($88,579 57) paid by the State on her bonds prior to 1842, for which she holds the receipt of the Interior Department, but for which the State received no coupons in return.

Tenth. That all sums accruing to the State under the above claims should be credited upon the State's bonds held by the United States, of the date on which they accrued, except the 5 per cent upon the valuation of homestead lands yet undisposed of.

In presenting these claims the State feels that she asks nothing beyond what good faith would accord her.

For more than a quarter of a century the State of Arkansas, through her representatives, has been endeavoring to secure an adjustment of these claims, and the legislature has, at the suggestion of a former Secretary of the Interior, clothed her governor with full power in the premises.

In an estimate made on page 38 of the report of the Committee on Public Lands on H. B. 3288, February 12th, 1889, the State has claims against the United States Government amounting to $2,161,067.71. But this estimate leaves out twenty-six thousand acres of sixteenth section lands, five per cent of the valuation of lands sold under the homestead law, and eighty-eight thousand five hundred seventy-nine dollars and fifty-seven cents ($88,579.57) paid on her bonds by the State prior to 1842, nor does it include interest on any amounts due the State calculated to any later date than 1889.

These amounts overbalance the claim of the United States, including compound interest, which is unjust, against the State by several hundred thousand dollars, but so anxious is the State to have this matter finally adjusted and to arrest the annoyance of the too frequent litigation arising from erroneous sales by the United States Land Office, as governor of Arkansas, fully empowed to do so, I am willing to quitclaim to the United States every claim, of whatever description, the State has against the United States, upon the surrender to her of all her bonds held by the United States Government, whether as owner or trustee.

Very respectfully submitted.

W. M. FISHBACK, *Governor of Arkansas.*

Statement of amounts received on account of interest due on stocks of the State of Arkansas held in trust by the Secretary of the Treasury for the benefit of the Smithsonian Institution.

When paid.	Principal of the amount on which the interest was received.	Amount of interest paid.
December 29, 1838	$500, 000. 00	$9, 619. 57
December 29, 1838	10, 000. 00	.....
July 1, 1839	510, 000. 00	15, 300. 00
July 2, 1840	523, 000. 00	15, 690. 00
July 30, 1840	523, 000. 00	15, 690. 00
February 1, 1841	538, 000. 00	16, 140. 00
June 30, 1841	538, 000. 00	5, 000. 00
August 7, 1841	.....	10, 000. 00
September, 18—	.....	1, 140. 00

STATE OF ARKANSAS, *City of Little Rock:*

I, C. B. Mills, auditor of public accounts within and for the State of Arkansas, do hereby certify that the above is a true, complete, and perfect copy of the original statement now on file in my office.

In testimony whereof I have hereunto set my hand and affixed my official seal at the city of Little Rock this the 13th day of October, 1894.

[SEAL.] C. B. MILLS, *Auditor.*

TREASURY DEPARTMENT, *October 14, 1852.*

SIR: In reply to the inquiries presented for my attention in those portions of your letter of the 9th ultimo which relate to certain investments in Arkansas State bonds which are held by the Secretary of the Treasury in trust on account of the Smithsonian Institution, I have the honor to transmit herewith statements marked A, B, C, D, E, F, which it is believed will be found to embrace the information you requested on this branch of the subject.

In reference to your inquiry in relation to a surrender of these bonds of the State of Arkansas in exchange for a new bond of the State of Arkansas for the whole amount, I remark that this investment having been originally made under the provisions of the act of Congress of July 7, 1838, I do not consider, under the existing laws, that I have power to act upon the subject. Should the information which you have requested be found not so fully communicated as you desire, upon apprising me of the fact, further attention will with pleasure be given the subject.

Very respectfully, sir, I have the honor to remain, your obedient servant,

THOS. CORWIN,
Secretary of the Treasury.

STATE OF ARKANSAS, *City of Little Rock:*

I, C. B. Mills, auditor of public accounts within and for the State of Arkansas, do hereby certify that the above is a true and complete copy of the original now on file in my office.

In testimony whereof I have hereunto set my hand and affixed my official seal the 13th day of October, 1894.

[SEAL.] C. B. MILLS, *Auditor.*

EXHIBIT 8.

TABLE I.—*Showing the amount of indemnity school lands approved to the State of Arkansas, giving date of approval.*

Selection lists.			Selected.	Approved.	By whom approved.	Date of approval.
No. of list.	Date of filing.	District.				
			Acres.	*Acres.*		
.....	Oct. 11, 1834	Fayetteville ..	640	640	(Apparently by operation of law.)	(*)
.....	Mar. 27, 1844	Helena	320	320	Secretary of the Treasury..	Apr. 30, 1844
.....	Mar. 16, 1846	Fayetteville ..	1,705.37	†1,385.37	.....do	Apr. 9, 1846
		Total..	2,665.37	2,345.37		

* Apparently at date of selection.

† 320 acres selected were in reservation for the use of Fort Wayne, April 9, 1840, and were therefore excepted from the approval of the list. The lands in reservation were subsequently disposed of to individuals, and this deficiency is carried into Table III, this series, as amount due the State.

Respectfully submitted.

J. J. BARNES,
Clerk in Charge of State Grants.

WASHINGTON, D. C., *January 10, 1895.*

TABLE II.—*Showing amount of indemnity school lands claimed by the State of Arkansas, but not yet approved.*

[Apparently valid claims.]

Selection lists.			Selected.	Deductions.		Remaining unapproved.
No. of list.	Date of filing.	District.		Approved.	Invalid.	
			Acres.	*Acres.*	*Acres.*	*Acres.*
1	Mar. 16, 1846	Fayetteville	1,705.37	1,385.37	.....	*320
Amended 3	Dec. 10, 1890	Dardanelle	2,072.85	.....	†280	**1,792.85**

* Balance due on this selection list (see Table I, this series).

† Amount claimed in this list already satisfied in list 1, filed March 16, 1846.

Respectfully submitted.

J. J. BARNES,
Clerk in Charge of State Grants.

WASHINGTON, D. C., *January 10, 1895.*

TABLE III.—*Showing the amount of lands due the State of Arkansas under its special and general grants (swamp and railroad lands excepted).*

Grant.			Selection lists.			Status of claim.				Remarks.
Purpose for which granted.	Authority of law.	Quantity granted.	Number of list.	Date of filing.	District.	Selected.	Deductions. Approved or patented.	Deductions. Claim invalid.	Remaining unsettled.	
		Acres.				*Acres.*	*Acres.*	*Acres.*	*Acres.*	
Court-house and jail.	June 15, 1832 (4 Stat. L., 531).	1,000.00	Various.....	Various.....	.....	1,000.00	840.00	.....	.....	The grant is for a quantity not exceeding 1,000 acres, contiguous and adjoining Little Rock. Of the amount selected, 160 acres were rejected by reason of the tract being covered by New Madrid claims.
Internal improvement.	Sept. 4, 1841 (5 Stat. L., 453.)	500,000.00	.....do	.....do	Various	.....	449,889.03	.....	110.97	Statement in Land Office Report, 1850, page 8.
Public buildings...	Mar. 2, 1831 (4 Stat. L., 473).	10 sections..	.....do	.....do	.....do	6,383.99	5,743.99	.....	656.01	Deeds from the State to individuals, as the basis for patents, covering 640 acres, are on file in this office; but the patents have not as yet been issued.
Do.....	June 23, 1836 (5 Stat. L., 58).	5 sections...	.....do	.....do	.....do	3,148.87	3,148.87	.....	51.13	
Salines	.....do	12 springs ..	.....do	.....do	.....do	42,229.53	42,229.53	.....	.....	The grant is of all salt springs not exceeding 12 in number, with 6 sections adjoining each; to be selected prior to Jan. 1, 1840. The State selected 11 springs and contiguous lands. By office letter to the land commissioner of Arkansas, dated Feb. 28, 1885, the State was advised that the grant was closed.
School land indemnity.	.....do	Indefinite ..	1	Mar. 16, 1846	Fayetteville ..	1,705.37	1,385.37	.....	320.00	The 320 acres were in reservation for the use of Fort Wayne at the date of the approval of the list, and the amount was excepted from the approval. (Included in Riley selections.)

School land indemnity.	June 23, 1886 (5 Stat. L., 85).	Indefinite...	Amended 3 .	Dec. 10, 1890	Dardanelle....	2,072.85	.....	280.00	1,792.85	The 280 acres had already been used as basis for indemnity in Selection List No. 1, filed Mar. 16, 1846, and had been approved.
Seminary	.....do	.....do	Various.....	Various.....	Various.....	.....	.....	.....	6,223.31	Amount due under this grant according to a statement in office letter to the land commissioner of Arkansas, dated Feb. 28, 1885.
Total.....	.....	.....	.....	.....	.....	.....	.....	.....	9,154.27	

Respectfully submitted.

J. J, BARNES, *Clerk in Charge of State Grants.*

GENERAL LAND OFFICE, *Washington, D. C., January 10, 1895.*

Statement showing the status of the swamp-land claim of the State of Arkansas remaining unsettled on November 8, 1894.

Claim recorded in the swamp-land division.	Claim determined to be valid.			Character of claim not determined.			
	Exhibit No. 1.—Lands listed but not patented.	Exhibit No. 2.—Lands confirmed but not listed.	Total.	Exhibit No. 3.—Lands claimed as swamp lands in place.	Exhibit No. 4.—Lands claimed as basis of land indemnity.	Exhibit No. 5.—Lands claimed as basis of cash indemnity.	Total.
	Acres.	*Acres.*	*Acres.*	*Acres.*	*Acres.*	*Acres.*	*Acres.*
Volume No. 1	40	520	560	120	9,280	4,680	14,080
Volume No. 2	80	360	440	320	3,200	2,280	5,800
Volume No. 3	40	.....	40	240	6,440	7,440	14,120
Volume No. 4	2,560	680	3,240	80	8,320	13,720	22,120
Volume No. 5	2,800	1,200	4,000	320	11,080	14,360	25,760
Volume No. 6	2,320	1,200	3,520	280	12,040	6,720	19,040
Volume No. 7	1,480	280	1,760	200	11,840	7,640	19,680
Volume No. 8	1,320	480	1,800	32,480	960	1,000	34,440
Volume No. 9	.....	.....	.....	36,160	3,440	16,800	56,400
Volume No. 10	280	80	360	36,560	4,360	19,840	60,760
Volume No. 11	160	160	320	4,120	6,240	12,160	22,520
Volume No. 12	1,560	.....	1,560	14,120	13,200	12,120	39,440
Total	12,640	4,960	17,600	125,000	90,400	118,760	334,160

Claim recorded in the swamp-land division.	Claim determined to be invalid.			Claim not adjustabl .	Recapitulation.
	Exhibit No. 5.—Lands sold prior to date of swamp-land grant.	Exhibit No. 6.—Lands approved to State under other grants.	Total.	Exhibit No. 7.—Lands sold after date of the indemnity acts.	
	Acres.	*Acres.*	*Acres.*	*Acres.*	*Acres.*
Volume No. 1	2,720	11,480	14,200	1,080	29,920
Volume No. 2	17,720	.....	17,720	360	24,320
Volume No. 3	2,360	.....	2,360	3,080	19,600
Volume No. 4	3,240	40,280	43,520	240	69,120
Volume No. 5	1,680	42,000	43,680	560	74,000
Volume No. 6	1,920	27,880	29,800	400	52,760
Volume No. 7	1,800	3,080	4,880	2,320	28,640
Volume No. 8	320	4,280	4,600	9,640	50,480
Volume No 9	1,280	.....	1,280	24,560	82,240
Volume No. 10	2,000	520	2,520	11,400	75,040
Volume No. 11	640	24,600	25,240	3,000	51,080
Volume No. 12	1,560	19,120	20,680	7,280	68,960
Total	37,240	173,240	210,480	63,920	626,160

Respectfully submitted.

SAMUEL W. SNOW,
Examining Clerk.

SWAMP-LAND DIVISION, GENERAL LAND OFFICE,
Washington, D. C., November 8, 1894.

EXHIBIT NO. 1.—ARKANSAS SWAMP LANDS, APPROVED BUT NOT PATENTED.

List of lands ready to be patented, they being embraced in lists approved by the Secretary of the Interior.

ARKANSAS UNSETTLED SWAMP-LAND CLAIMS.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 1.**					
SE. ¼ NW. ¼	3	N. 3	E. 3	.....	Approved Apr. 30, 1859.

*1 tract equals 40 acres.

***List of lands ready to be patented, they being embraced in lists approved by the Secretary of the Interior*—Continued.**

LISTED.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 2.**					
E. ½ NW. ¼	25	S. 3	E. 3		Approved May 11, 1853; list 1.
Division K.—Records, vol. 3.†					
SE. ¼ NW. ¼	9	S. 11	W. 5		Approved May 12, 1859; list 6.
Division K.—Records, vol. 4.‡					
S. ½ SE. ¼	1	N. 11	W. 1		Apparently patented, yet not on patent record.
W. ½ NW. ¼	1	11	1		Do.
Frl. SW. ¼	1	11	1		Do.
E. ½ NE. ¼	2	11	1		Do.
NW. ¼ NE. ¼	26	11	2		Approved Aug. 4, 1860; list 4.
SW. ¼ NE. ¼	26	11	2		Do.
NW. ¼	26	11	2		Do.
SE. ¼ NE. ¼	13	N. 1	E. 1		Approved May 15, 1889; list 25.
N. ½	23	6	1		Do.
S. ½ SE. ¼	23	6	1		Do.
S. ½ NE. ¼	30	4	2		Do.
SW. ¼ NE. ¼	24	18	2		Apparently patented, yet not on patent record.
E. ½	11	20	2		Do.
NE. ¼ NW. ¼	32	20	2		Do.
E. ½	24	18	3		Do.
Lot 1 NE. ¼	3	17	6		Do.
Lot 2 NE. ¼	3	17	6		Do.
N. ½ NW. ¼	26	N. 13	W. 1		Do.
SW. ¼ SE. ¼	4	16	1		Do.
E. pt. NE. ¼	9	17	1		Do.
SW. ¼ NE. ¼	6	3	2		Do.
W. ½	27	3	2		Do.
N. ½ NW. ¼	12	4	2		Do.
S. ½ NW. ¼	36	4	2		Approved May 15, 1889; list 25.
NE. ¼ SE. ¼	1	5	2		Do.
Division K.—Records, vol. 5.§					
W. of R.:		N.	W.		
SW. ¼ NW. ¼	18	5	4		Approved May 15, 1889; list 25.
NE. ¼ SE. ¼	35	8	7		Approved Aug. 4, 1860.
NE. ¼ SW. ¼	2	4	5		Not selected; approved Aug. 4, 1860.
Lots 1 and 5	18	4	5		Do.
Lots 6, 9, and 10	19	4	5		Do.
E. ½ SE. ¼	19	8	5		Apparently patented, yet not on patent record.
NW. ¼ NE. ¼	24	9	8		Do.
E. ½ SW. ¼	33	14	3		Approved July 28, 1853.
E. ½	33	14	3		Apparently patented, yet not on patent record.
SW. ¼ SW. ¼	33	14	3		Do.
All	34	14	3		Do.
SW. ¼ NE. ¼	29	9	4		Approved July 28, 1853.
NW. ¼	29	9	4		Apparently patented, yet not on patent record.
N. ½ SW. ¼	29	9	4		Do.
R. B. R.:					
N. frl. ½ NW. ¼	31	14	2		Approved May 15, 1889; list 25.
Lot 3 NW. ¼	7	15	2		Do.
NW. ¼ NE. ¼	35	15	2		Do.
L. B. R.					
E. frl. ½ SW. ¼	7	1	3		Do.
NW. frl. ¼ SW. ¼	8	1	3		Do.
E. frl. ½ SW. ¼	8	1	3		Do.
NE. ¼ NW. ¼	19	1	3		Do.
NE. ¼ SW. ¼	3	12	3		Do.
NE. ¼ SE. ¼	4	12	3		Do.
NW. ¼ NE. ¼	32	3	4		Do.
E. of R.:					
W. frl. ½	24	9	4		Do.
W. ½ lot 1 resurvey or lot 2 old survey. } in NE. ¼	3	12	4		Do.
W. ½ SE. ¼	2	1	5		Do.

* 2 tracts equal 80 acres.
† 1 tract equals 40 acres.
‡ 64 tracts equal about 2,560 acres.
§ 70 tracts equal about 2,800 acres.

List of lands ready to be patented, they being embraced in lists approved by the Secretary of the Interior—Continued.

LISTED—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 6.**		N.	W.		
SW. ¼ NE. ¼	32	2	6		Approved July 22, 1871; list 8.
W. ½ NE. ¼	22	1	7		Do.
NW. ¼ SE. ¼	25	1	7		Do.
N. ½ SW. ¼	25	1	7		Do.
SW. ¼ SE. ¼	20	2	7		Do.
NE. ¼ NW. ¼	22	3	7		Do.
S. ½ NW. ¼	10	1	8		Do.
W. ½ SE. ¼	10	1	8		Do.
N. ½ NW. ¼	29	1	8		Do.
NW. ¼ SW. ¼	29	1	8		Do.
SE. ¼	5	5	8		Approved Jan. 22, 1859; list 4.
NE. ¼ SE. ¼	22	1	9		Approved July 22, 1871; list 8.
SW. ¼ NE. ¼	25	1	9		Do.
SW. ¼ SW. ¼	25	1	9		Do.
E. ½ NW. ¼	4	2	9		Do.
W. ½ SE. ¼	4	2	9		Do.
E. ½ SW. ¼	4	2	9		Do.
SE. ¼ SW. ¼	12	2	9		Do.
NW. ¼ NE. ¼	20	2	9		Do.
N. ½ NW. ¼	20	2	9		Do.
NE. ¼ SW. ¼	4	3	9		Do.
N. ½ NW. ¼	23	3	9		Do.
S. ½ NE. ¼	26	2	10		Do.
S. ½ NE. ¼	34	2	10		Do.
S. ½ NW. ¼	34	2	10		Do.
Island	35	1	11		Approved Jan. 22, 1859; list 4.
SE. ¼ NE. ¼	22	2	11		Approved July 22, 1871; list 8.
E. ½ SE. ¼	22	2	11		Do.
NW. ¼ NE. ¼	28	2	11		Do.
SW. ¼	32	2	11		Do.
S. ½ NE. ¼	34	2	11		Do.
SE. ¼	19	4	14		Do.
		S.	W.		
SE. ¼ SE. ¼	21	10	3		Approved Aug. 31, 1858; list 3.
SW. ¼ SE. ¼	9	1	4		Do.
Division K.—Records, vol 7.†					
N. ½	13	9	5		Approved June 7, 1853; list 1.
N. ½ SE. ¼	1	1	8		Approved July 18, 1871. Railroad not approved.
N. of R.:					
SE. ¼ NE. ¼	1	5	8		Approved Aug. 31, 1858.
SE. ¼ NW. ¼	1	5	8		Do.
SE. ¼ NW. ¼	4	5	8		Do.
SW. ¼	5	5	8		Do.
E. ½ NW ¼	8	5	8		Do.
NE. ¼ SE. ¼	8	5	8		Do.
S. ½ NW. ¼	9	5	8		Do.
SW. ¼	9	5	8		Do.
N. ½ NE. ¼	21	7	8		Approved Apr. 18, 1894.
S. ½ SE. ¼	4	1	9		Approved Aug. 31, 1855.
W. ½ NW. ¼	5	1	9		Approved July 22, 1871. Selection for railroad not approved
W. ½ SW. ¼	5	1	9		Do.
W. ½ SE. ¼	23	1	10		Do.
SW. ¼ NE. ¼	36	3	14		Approved Aug. 31, 1858.
Approved August 31, 1858.‡					
E. ½ SW. ¼	24	2	15		Vacant.
S. ½ NE. ¼	28	2	15		Do.
N. ½ SE. ¼	28	2	15		Do.
NE. ¼	2	3	15		Do.
SW. ¼	2	3	15		Do.
S. ½ SW. ¼	8	3	15		Do.
NE. ¼	10	3	15		Do.
S. ½ SW. ¼	28	3	15		Do.
NE. ¼	34	3	15		Do.
NW. ¼	34	3	15		Do.
E. ½ NW. ¼	10	4	15		Do.
E. ½ SW. ¼	10	4	15		Do.
NW. ¼ SW. ¼	28	6	17		Do.

* 58 tracts equal about 2,320 acres.
† 37 tracts equal about 1,480 acres.
‡ 33 tracts equal about 1,320 acres.

***List of lands ready to be patented, they being embraced in lists approved by the Secretary of the Interior*—Continued.**

LISTED—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 10.**		S.	W.		
SE. SE	24	14	13		Approved Nov. 15, 1884.
SE. NE	8	15	13		Do.
NE. SE	28	15	13		Do.
NE	30	13	15		Approved Oct. 12, 1894.
Division K.—Records, vol. 11.†					
SW. NW	14	19	27		Do.
W. ½ NW	4	10	22		Approved Dec. 10, 1875.
NW. SW	3	12	25		Do.
Division K.—Records, vol. 12.‡		N.	W.		
NW. ¼ SE. ¼	3	20	27		Approved Feb. 14, 1860; list 2.
S. ½ NE. ¼	3	5	19		Approved July 18, 1859; list 3.
N. ½ NE. ¼	11	9	20		Do.
N. ½ NW. ¼	35	5	21		Do.
N. ½ SE. ¼	19	5	21		Do.
N. ½ NE. ¼	35	8	21		Do.
S. ½ NE. ¼	5	5	22		Do.
SE. ¼ NW. ¼	5	5	22		Do.
NE. ¼ SW. ¼	5	5	22		Do.
N. ½ SE. ¼	5	5	22		Do.
NW. ¼	9	5	22		Do.
N. ½ SW. ¼	15	5	22		Do.
W. ½ SE. ¼	15	5	22		Do.
NW. ¼ NW. ¼	15	5	22		Do.
N. ½ SE. ¼	9	5	25		Approved Aug. 1, 1854; list 2.
NW. ¼ SE. ¼	31	2	28		Approved July 18, 1859; list 3.
SE. ¼ NE. ¼	19	7	29		Do.
W. ½ NW. ¼	19	7	29		Do.
W. ½ SW. ¼	19	7	29		Do.
W. ½, lot 2 NW. ¼	31	7	30		Do.
N. ½, lot 1 SW. ¼	31	7	30		Do.
NE. ¼ SW. ¼	33	8	30		Do.
NW. ¼ NW. ¼	7	7	31		Do.
SW. ¼ SW. ¼	11	11	32		Do.

* 7 tracts equal about 280 acres.
† 4 tracts equal about 160 acres.
‡ 39 tracts equal about 1,560 acres.

EXHIBIT NO. 2.—ARKANSAS SWAMP LANDS, CONFIRMED BUT NOT LISTED.

List of lands ready to be approved—they have been confirmed by the act of March 3, 1857.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 1.**					
S. of R.:		N.	E.	*Acres.*	
N. ½ NW. ¼	2	3	4	76.81	Selected Sept. 22, 1852.
NW. ¼ NW. ¼	6	6	4		Selected Oct. 3, 1856.
SW. ¼ NW. ¼	6	6	4		Do.
SE. ¼ SE. ¼	6	6	4		Do.
Lot 9	5	8	4	40.04	Selected July 11, 1854.
Lot 10	5	8	4	40.04	Do.
E. ½ lot 1 NW. ¼	2	10	3		Selected June 7, 1853.*
NW. ¼	20	6	4		Selected Oct. 3, 1856.*
SW. ¼ SW. ¼	20	6	4		Do.
E. ½ lot 1 NW	2	10	3		F. C., June 3, 1884.
SW. ¼ NW. ¼	20	6	4		Cash, Dec. 8, 1874.
Division K.—Records, vol. 2.†		S.	E.		
N. ½	15	6	2		Also claimed as school land.
SW. ¼ SW. ¼	14	3	3		Selected Sept. 22, 1852.

* Number of tracts, 13; equal 520 acres.
† 9 tracts equal 360 acres.

List of lands ready to be approved—they have been confirmed by the act of March 3, 1857—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 4.**		N.	E.	*Acres.*	
SW. ¼ NW. ¼	36	4	2		Selected Dec. 2, 1852.
NE. ¼ SW. ¼	2	10	2		Do.
W. ½ SE. ¼	26	17	5		Do.
		N.	W.		
Lot 10 NW. ¼	3	6	1		Do.
SW. ¼ SE. ¼	7	4	2		Do.
NE. ¼ NW. ¼	1	5	2		Do.
NE. ¼ SE. ¼	27	6	2		Do.
NW. ¼ SE. ¼	27	6	2		Do.
S. ½ SE. ¼	27	6	2		Do.
SW. ¼	36	1	1		Do.
E. ½ NW. ¼	4	4	2		Selected Oct. 13, 1856.
Division K.—Records, vol. 5.†					
NE. ¼ SE. ¼	17	4	3	40	Do.
SE. ¼ SE. ¼	17	4	3	38.05	Do.
NE. ¼ SE. ¼	13	6	3		Do.
NW. ¼ SE¼	13	6	3		Do.
S. ½ SE. ¼	13	6	3		Do.
N. ½ lot 1 NW. ¼	18	13	3		Do.
NW. ¼ NW. ¼	18	5	4		Do.
SE. ¼ SW. ¼	18	5	4		Do.
L. B. R.:					
S. ½ NE. ¼	31	7	4	46.86	Selected July 11, 1854.
Fractional NW. ¼	31	7	4	7.19	Do.
S. B. R., NE. ¼	31	7	4	15.25	Do.
Both sides river:					
N. ½ SE. ¼	31	7	4	77.72	Do.
NE. ¼ SW. ¼	31	7	4	38.38	Do.
S. ½ NW. ¼	32	7	4	74.89	Do.
N. of R.:					
SW. ¼	32	7	4	4.88	Do.
NW. ¼ NE. ¼	27	5	5		Selected Dec. 2, 1852.
SW. ¼ NW. ¼	35	8	8		Do.
SW. ¼	22	12	3		Selected Dec. 2, 1852, by railroad.
E½ SW. ¼	29	5	3		Selected Mar. 22, 1854.
S½ SW. ¼	2	10	11		Selected Oct. 3, 1856.
N. ½ NW. ¼	21	11	12		Do.
Division K.—Records, vol. 6.†					
N. ½ SE. ¼	14	2	6		Selected Mar. —, 1854.
SE. ¼ NE. ¼	23	2	6		Do.
SW. ¼ NE. ¼	23	2	6		Do.
E. ½ SE. ¼	4	5	6		Selected Jan. 18, 1853.
W. ½ SW. ¼	22	6	6		Do.
E. ½ SW. ¼	35	1	7		Selected Mar. —, 1854; also selected by railroad.
SE. ¼ SW. ¼	19	1	8		Selected Mar. —, 1854.
SW. ¼ NW. ¼	6	2	8		Do.
SE. ¼ NE. ¼	22	1	9		Selected June 7, 1853.
Lot 2 NW. ¼	30	2	9		Selected Mar. —, 1854.
N. ½ lot 3 NW. ¼	30	2	9		Do.
S. ½ NW. ¼	13	3	9		Do.
N. ½ lot 3 NW. ¼	30	3	9		Selected June 7, 1853.
NE. ¼ SE. ¼	17	4	17		Selected Jan. 18, 1853.
SW. ¼ NE. ¼	19	4	17		Do.
S. of R.:		S.	W.		
Lot 9	30	8	3		Do.
SW. ¼ SW. ¼	34	8	3		Do.
NE. ¼ NE. ¼	15	9	3		Selected July 7, 1852.
SW. ¼ NW. ¼	24	10	4		Selected Jan. 28, 1857.
W. ½ NE. ¼	15	1	4		Selected Jan. 18, 1853.
W. ½ SE. ¼	15	1	4		Do.
N. fr. ½	24	8	3		Do.
E. fr. ½	24	8	4		Do.
Division K.—Records, vol. 7.‡					
NE. ¼ NW. ¼	4	1	8		Selected July 7, 1853.
S. of R.:					
SW. fr. ¼	23	1	11		Selected Jan. 18, 1853.
E. ½ SW. ¼	3	9	13		Do.
E. ½ NW. ¼	11	6	14		Do.

* 17 tracts equal 680 acres.
† 30 tracts equal about 1,200 acres.
‡ 7 tracts equal about 280 acres.

***List of lands ready to be approved—they have been confirmed by the act of March 3, 1857*—Continued.**

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Vol. 8.**		S.	W.		
SW. NE	3	4	15	.....	
E. ½ SW	3	4	15	.....	
S. ½ lot 2	13	6	15	.....	
NW. SE	22	6	15	.....	
NE. SW	33	3	16	.....	
SW. SW	26	4	17	.....	
N. ½ SE	21	10	16	.....	
N. ½ SE	34	10	17	.....	
Division K.—Records, vol. 10.†					
N. ½ NE	32	14	15	.....	Selected Oct. 3, 1856.
Division K.—Records, vol. 11.‡					
NE. NE	26	17	21	.....	Selected Mar. 22, 1854.
SE. SE	7	16	23	.....	Do.
E. of river:					
E. ½ SE	36	14	26	.....	Selected Feb. 3, 1853.
SE. fr. ¼	1	19	27	.....	Selected Mar. 22, 1854.

* 12 tracts equal about 480 acres.
† 2 tracts equal about 80 acres.
‡ 4 tracts equal about 160 acres.

EXHIBIT NO. 3.—ARKANSAS SWAMP LANDS. LAND IN PLACE CLAIM.

[Tracts were selected after date of indemnity act.]

NOTE.—A large number of the tracts are in conflict with claims of individuals, under office circular (K) of December 13, 1886.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., December 28, 1891.

This circular is reissued for the benefit and information of those concerned.

THOS. H. CARTER, *Commissioner.*

K, SWAMP.]

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., December 13, 1886.

REGISTERS AND RECEIVERS,
United States Land Offices.

GENTLEMEN: The rules heretofore in force relative to the admission of entries and filings on lands selected (and prior to their approval and certification by the Secretary of the Interior) as "swamp and overflowed and rendered thereby unfit for cultivation," are hereby modified as follows:

1. When any settler upon such lands or applicant to enter the same under the public-land law of the United States shall apply to make a filing or entry under said laws, accompanied by a statement under oath corroborated by two witnesses, that the land in its natural state is not swamp and overflowed and rendered thereby unfit for cultivation, the register and receiver will allow such filing or entry "subject to the swamp-land claim."

2. Upon the admission of any such filing or entry the register will at once notify the governor of the State thereof, and allow him sixty days within which to object to the perfection of the entry and to apply for a hearing in behalf of the State to prove the swampy character of the land.

3. When a hearing is ordered between the State and claimant under the public-land laws, the burden of proof will be upon the State to establish the character of the land.

4. When no protest or application for a hearing is presented on the part of the State, as herein provided, the State will be deemed concluded from thereafter asserting a claim to the land under the swamp-land grant.

5. The foregoing applies only to those States whose claims are adjusted by examinations in the field.

6. Where swamp-land selections are based upon the field notes of survey, and the land is alleged not to have been in fact swamp and overflowed, and rendered thereby unfit for cultivation at the date of the swamp-land grant, the burden of proof will be upon the contestant or adverse claimant under the public-land laws.

7. You will promptly advise this office when notice is given the governor in any case, stating the date of such notice, and the description of the land involved. You will also duly report the governor's action in each case.

WM. A. J. SPARKS, *Commissioner.*

Approved:

L. Q. C. LAMAR, *Secretary.*

List of lands claimed as swamp land in place, but the character of which has not been determined.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 1.**		N.	E.	*Acres.*	
NE. ¼ SE. ¼	31	7	8		Selected subsequent to Mar. 3, 1857.
NW. ¼ SE. ¼	31	7	8		Do.
NW. ¼ NE. ¼	18	7	9		Do.
Vol. 2.†		N.	E.		
All	3	14	9		
N. ½ NE. ¼	21	11	11		Homestead, Jan. 29, 1881.
E. ½ S . ¼	13	14	10		
		S.	W.		
W. ½ SW. ¼	31	4	1		Homestead, Nov. 12, 1892.
NW. ¼ SE. ¼	10	10	2		
Vol. 3.‡					
S. part SW. ¼	29	19	5	14.50	Selected subsequent to Mar. 3, 1857.
NW. fractional ¼	32	19	5		Do.
S. part NW. ¼	33	19	5	18.66	Do.
NW. ¼ SE. ¼	26	16	5		Do.
Division K.—Records, vol. 4.§		N.	W.		
Lot 2 NW. ¼	5	6	1		Selected subsequent to Mar. 3, 1857.
		N.	E.		
NE. ¼ SW. ¼	36	19	1		Selected subsequent to Mar. 3, 1857; homestead, Jan. 14, 1891.
Division K.—Records, vol 5.†		N.	W.		
NW. ¼ NW. ¼	25	15	2	41.16	Selected subsequent to Mar. 3, 1857.
NW. ¼ SE. ¼	25	15	2	40.88	Do.
W. of R.:					
NE. fractional ¼	29	10	3		Selected subsequent to Mar. 3, 1857; homestead entry, Nov. 10, 1887.
SE. ¼	29	10	3		Selected subsequent to Mar. 3, 1857; homestead entry, Sept. 17, 1894.
Fractional	33	10	3		Selected subsequent to Mar. 3, 1857.
Division K.—Records, vol. 6.‖		N.	W.		
E. ½ NW. ¼	24	4	17		Selected after Mar. 3, 1857; homestead Jan. 11, 1890.
NE. ¼ NW. ¼	17	7	17		Do.
		S.	W.		
W. ½ NW. ¼	9	6	5		Selected after Mar. 3, 1857; homestead Jan. 29, 1892.
W. ½ SW. ¼	9	6	5		Do.

* 3 tracts equal 120 acres.
† 8 tracts equal 320 acres.
‡ 7 tracts equal about 240 acres.
§ 2 tracts equal about 80 acres.
‖ 7 tracts equal about 280 acres.

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 7.		N.	W.	*Acres.*	
W. ½ SE. ¼	36	10	5	.....	Selected subsequent to Mar. 3, 1857.
SW. ¼ NE. ¼	32	7	11	.....	Do.
SE. ¼ SW. ¼	32	7	11	.....	Do.
SE. ¼ NE. ¼	25	10	13	.....	Do.
Division K.—Records, vol. 8.					
NE. ¼ SW. ¼	4	8	11	.....	
NW. ¼ SE. ¼	4	8	11	.....	
SW. ¼ SE. ¼	8	8	11	.....	
SW. ¼ SE. ¼	14	16	15	.....	
SW. ¼ NW. ¼	14	16	15	.....	
SW. ¼ NE. ¼	23	16	15	.....	
NW. ¼ SE. ¼	23	16	15	.....	
NW. ¼ NW. ¼	24	16	15	.....	
NE. ¼ NE. ¼	4	17	15	.....	
NW. ¼ SE. ¼	2	18	15	.....	
SE. ¼ SW. ¼	17	18	15	.....	
SW. ¼ SE. ¼	17	18	15	.....	
NE. ¼ SW. ¼	36	18	15	.....	
W. ½ SW. ¼	3	11	16	.....	
All	4	11	16	.....	
All	5	11	16	.....	
E. ½ SW. ¼	6	11	16	.....	
SE. ¼	6	11	16	.....	
E. ½ NW. ¼	7	11	16	.....	
E. ½ SW. ¼	7	11	16	.....	
N. ½	8	11	16	.....	
E. ½ SW. ¼	8	11	16	.....	
SW. ¼ SW. ¼	8	11	16	.....	
W. ½ SE. ¼	8	11	16	.....	
SE. ¼ SE. ¼	8	11	16	.....	
N. ½	9	11	16	.....	
NW. ¼ SE. ¼	9	11	16	.....	
SW. ¼	9	11	16	.....	
NW. ¼ NW. ¼	10	11	16	.....	
SE. ¼ SW. ¼	10	11	16	.....	
W. ½ SE. ¼	10	11	16	.....	
W. ½ NW. ¼	14	11	16	.....	
E. ½ NW. ¼	14	11	16	.....	
W. ½ SE. ¼	14	11	16	.....	
N. ½ SW. ¼	14	11	16	.....	
SE. ¼ SW. ¼	14	11	16	.....	
N. ½	15	11	16	.....	
SW. ¼	15	11	16	.....	
W. ½ SE. ¼	15	11	16	.....	
NE. ¼ SE. ¼	15	11	16	.....	
NE. ¼	18	11	16	.....	
E. ½ NW. ¼	18	11	16	.....	
NE. ¼ SW. ¼	18	11	16	.....	
E. ½ SW. ¼	19	11	16	.....	
NE. ¼	23	11	16	.....	
S. ½ NW. ¼	23	11	16	.....	
E. ½ SE. ¼	23	11	16	.....	
SW. ¼	23	11	16	.....	
SW. ¼ NE. ¼	26	11	16	.....	
W. ½ SE. ¼	26	11	16	.....	
NE. ¼ NE. ¼	30	11	16	.....	
NE. ¼ SW. ¼	30	11	16	.....	
NE. ¼ NW. ¼	33	11	16	.....	
NE. ¼ NE. ¼	34	11	16	.....	
SE. ¼ NE. ¼	34	11	16	.....	
SW. ¼ NW. ¼	22	13	16	.....	
NE. ¼ SW. ¼	1	14	16	.....	
NW. ¼ SE. ¼	2	14	16	.....	
S. ½ SE. ¼	2	14	16	.....	
SE. ¼ NE. ¼	6	14	16	.....	
E. ½ NW. ¼	7	14	16	.....	
SE. ¼ SE. ¼	7	14	16	.....	
L. B. River, N. ½	27	14	16	124.42	
NW. ¼ SE. ¼	1	16	16	.....	
S. ½ SW. ¼	1	16	16	.....	
Lot 10	6	16	16	.....	
NW. ¼ SE. ¼	6	16	16	.....	
SE. ¼ SW. ¼	18	16	16	.....	

* 5 tracts equal about 200 acres.

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		N.	W.		
SW. ¼ SE. ¼	18	16	16		
S. ½ NE. ¼	7	18	16		
NW. ¼ SE. ¼	10	18	16		
SE. ¼ SE. ¼	22	18	16		
NE. ¼ SW. ¼	13	11	17		
N. ½ SW. ¼	25	11	17		
SW. ¼ SE. ¼	36	12	17		
NE. ¼ SW. ¼	23	16	17		
SW. ¼ NE. ¼	24	16	17		
Lot 1 SW. ¼	30	18	17		
Lot 7 NW. ¼	31	18	17		
Lot 8 NW. ¼	6	19	17		
Lot 1 SW. ¼	6	19	17		
Lot 8 SW. ¼	6	19	17		
W. ½ NE. ¼	7	19	17		
NW. ¼ SE. ¼	18	19	17		
SE. ¼ NE. ¼	20	19	17		
Lots 7 and 8 NW. ¼	31	19	17		
Lot 4 SW. ¼	6	20	17		
Lot 1 SW. ¼	6	20	17		
S. fr. ½ NW. ¼	8	6	18		
E. ½	5	7	18		
N. ½ NW. ¼	5	7	18		
S. ½ SW. ¼	5	7	18		
SW. ¼	9	7	18		
SW. ¼ SE. ¼	9	7	18		
NE. ¼ NE. ¼	13	7	18		
S. ½ NE. ¼	13	7	18		
NW. ¼ NW. ¼	13	7	18		
S. ½ NW. ¼	13	7	18		
S. ½	13	7	18		
All	17	7	18		
N. ½ NE. ¼	23	7	18		
NW. ¼	23	7	18		
S. ½ NW. ¼	29	7	18		
E. ½ SE. ¼	29	7	18		
SW. ¼ SE. ¼	29	7	18		
SE. ¼ SW. ¼	35	8	18		
NW. ¼ SE. ¼	28	9	18		
SW. ¼ SE. ¼	28	9	18		
NE. ¼ SW. ¼	28	9	18		
SE. ¼ NW. ¼	8	10	18		
NE. ¼ SW. ¼	8	10	18		
NW. ¼ NW. ¼	12	10	18		
SE. ¼ SW. ¼	36	10	18		
Right bank of river, SE. frl.	36	10	18		
NE. ¼ SE. ¼	12	11	18		
N. ½ NW. ¼	28	11	18		
N. ½ NE. ¼	2	14	18		
SW. ¼ NE. ¼	2	14	18		
SE. ¼ NW. ¼	2	14	18		
NE. ¼ SW. ¼	2	14	18		
SE. ¼ NW. ¼	20	14	18		
NE. ¼ NE. ¼	11	9	19		
NE. ¼ NW. ¼	29	15	19		
SE. ¼ SW. ¼	4	1	20		
SE. ¼ SW. ¼	7	1	20		
NE. ¼ NW. ¼	9	1	20		
SW. ¼ SW. ¼	30	1	20		
NW. ¼ NE. ¼	31	1	20		
NE. ¼ NE. ¼	18	11	20		
S. ½ NE. ¼	18	11	20		
SE. ¼ NE. ¼	28	11	20		
NE. ¼ SE. ¼	28	11	20		
N. ½ NW. ¼	30	12	20		
W. ½ NW. ¼	30	13	20		
SW. ¼ NW. ¼	6	15	21		
NW. ¼ SW. ¼	6	15	21		
NW. ¼ SE. ¼	20	17	21		
S. ½ SE. ¼	20	17	21		
SE. ¼ SW. ¼	20	17	21		
SE. ¼ SW. ¼	3	5	22		
NE. ¼ NW. ¼	10	5	22		
SW. ¼ SE. ¼	23	5	22		
S. ½ NW. ¼	19	9	22		
N. ½ SW. ¼	19	9	22		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		N.	W.		
E. ½ SW. ¼	33	9	22		
NW. ¼ SE. ¼	33	9	22		
NW. ¼ SE. ¼	1	10	22		
SE. ¼ NW. ¼	7	10	22		
W. ½ SE. ¼	20	13	22		
NE. ¼ SW. ¼	25	14	22		
W. ½ SW. ¼	2	15	22		
NE. ¼ SW. ¼	22	15	22		
E. ½ SW. ¼	33	15	22		
SE. ¼ NW. ¼	31	17	22		
NW. ¼ SE. ¼	31	17	22		
N. ½ SW. ¼	36	17	22		
SE. ¼ NW. ¼	4	18	22		
NW. ¼ SE. ¼	29	18	22		
SW. ¼ NE. ¼	14	19	22		
SW. ¼ NE. ¼	26	19	22		
S. ½ NW. ¼	26	19	22		
E. ½ NE. ¼	27	19	22		
NE. ¼ SW. ¼	3	20	22		
SW. ¼ SW. ¼	3	20	22		
NE. ¼ NW. ¼	7	1	23		
SW. ¼ SW. ¼	19	1	23		
E. ½ SE. ¼	1	2	23		
S. ½ NE. ¼	25	9	23		
S. ½ NW. ¼	30	9	23		
N. ½ SW. ¼	30	9	23		
SE. ¼ NE. ¼	32	9	23		
SW. ¼ NE. ¼	15	12	23		
SW. ¼ NE. ¼	22	14	23		
NE. ¼ NW. ¼	28	14	23		
SE. ¼ SW. ¼	32	14	23		
SW. ¼ SE. ¼	32	14	23		
SE. ¼	9	19	23		
NE. ¼ SW. ¼	18	19	23		
NE. ¼	21	19	23		
E. ½ SE. ¼	32	19	23		
SE. ¼ SW. ¼	32	19	23		
NE. ¼	33	19	23		
NW. ¼	33	19	23		
S. ½	33	19	23		
N. ½ NW. ¼	20	9	24		
Right bank river, NE. ¼ NW. fr.	22	9	24		
S. ½ NE. ¼	26	9	24		
N. ½ NW. ¼	26	9	24		
SE. ¼ NW. ¼	26	9	24		
SE. ¼	26	9	24		
S. ½ SW. ¼	26	9	24		
N. ½ SE. ¼	28	9	24		
NE. ¼ SW. ¼	28	9	24		
NE. ¼ NE. ¼	36	9	24		
NE. ¼ SE. ¼	6	15	24		
NE. ¼ SE. ¼	24	15	24		
SE. ¼ SW. ¼	4	8	25		
NW. ¼ NE. ¼	21	8	25		
SW. ¼ NE. ¼	21	8	25		
Right bank river, S. frl. pt. NW. fr.	29	8	25		
Left bank river, NW. frl. pt. SW. fr.	29	8	25		
NW. ¼ SE. ¼	14	9	25		
NE. ¼ SW. ¼	14	9	25		
SW. ¼ NW. ¼	28	9	25		
SE. ¼ NW. ¼	7	14	25		
SW. ¼ NW. ¼	28	9	25		
SE. ¼ NW. ¼	7	14	25		
Right bank river, E. frl. ½ NW. ¼	36	14	26		
E. ½ SE. ¼	14	17	26		
SE. ¼ NW. ¼	6	18	26		
SW. ¼	23	18	26		
S. ½	11	20	26		
SW. ¼ SW. ¼	32	7	27		
SW. ¼ NE. ¼	18	11	27		
NW. ¼ SE. ¼	18	11	27		
W. ½ NE. ¼	11	13	27		
W. ½ SE. ¼	11	13	27		
W. ½ NE. ¼	19	13	27		
NW. ¼	19	13	27		
N. ½ SE. ¼	19	13	27		
N. ½ SW. ¼	19	13	27		
N. ½ SW. ¼	1	14	27		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		N.	W.	*Acres.*	
E. of Lake Comfort, SE. ¼	7	14	27	67.05	
W. ½ NE. ¼	32	10	28		
W. ½ SE. ¼	32	10	28		
N. ½ NW. ¼	4	11	28		
SW. ¼ NE. ¼	10	11	28		
NW. ¼ SE. ¼	10	11	28		
N. ½ SW. ¼	24	11	28		
Right bank L. River S. frl. part of NE. fr	4	12	28	11.23	
Right bank L. River:					
SE. fr	4	12	28	55.86	
SE. ¼ NW. ¼	8	12	28		
Left bank of river:					
SE. fr	8	12	28	59.38	
E. frl. ½ SW. ¼	8	12	28	54.29	
W. ½ NE. fr	14	12	28	84.21	
SE. fr	14	12	28	16.72	
E. ½ S. W. ¼	18	12	28		
E. ½ NE. ¼	24	12	28		
N. ½ SW. ¼	24	12	28		
SE. ¼	2	18	28		
NE. ¼ SW. ¼	3	18	28		
SE. ¼ NW. ¼	10	18	28		
SW. ¼	10	18	28		
NE. ¼ NW. ½	12	18	28		
NW. ¼ NW. ¼	12	18	28		
S. ½ NW. ¼	12	18	28		
SW. ¼	12	18	28		
NW. ¼	13	18	28		
N. ½ SW. ¼	13	18	28		
SE. ¼ SW. ¼	13	18	28		
N. ½ SE. ¼	14	18	28		
N. ½ NW. ¼	14	18	28		
N. ½ NW. ¼	15	18	28		
SW. ¼ NW. ¼	15	18	28		
E. ½ NW. ¼	24	18	28		
SE. ¼ SW. ¼	17	2	29		
NE. ¼ NW. ¼	20	2	29		
W. ½ SW. ¼	12	9	29		
E. ½ NE. ¼	22	9	29		
SW. ¼ SW. ¼	17	11	29		
NE. ¼ NW. ¼	19	11	29		
SE. ¼ NW. ¼	19	11	29		
N. ½ NE. ¼	20	11	29		
N. ½ NW. ¼	20	11	29		
E. ½ SW. ¼	26	11	29		
SW. ¼ NE. ¼	29	11	29		
NW. ¼ SE. ¼	29	11	29		
S. ½ SE. ¼	29	11	29		
NE. ¼ SW. ¼	30	11	29		
NE. ¼	31	11	29		
NE. ¼ SE. ¼	31	11	29		
NW. ¼ NE. ¼	32	11	29		
NW. ¼ SW. ¼	32	11	29		
S. ½ SW. ¼	32	11	29		
W. ½ SE. ¼	32	11	29		
S. ½ SW. ¼	2	12	29		
SW. ¼ SE. ¼	2	12	29		
NW. ¼	4	12	29		
SW. ¼ NW. ¼	10	12	29		
NW. ¼ SW. ¼	12	12	29		
E. ½ SE. ¼	36	12	29		
W. ½ SE. ¼	14	13	29		
S. ½ NE. ¼	5	14	29		
NE. ¼	3	11	30		
N. ½ NW. ¼	3	11	30		
SW. ¼ NW. ¼	3	11	30		
SW. ¼ SW. ¼	3	11	30		
SE. ¼ NE. ¼	4	11	30		
W. ½	4	11	30		
NE. ¼ SE. ¼	4	11	30		
S. ½ SE. ¼	4	11	30		
W. ½ NW. ¼	14	11	30		
E. ½ SW. ¼	20	11	30		
W. ½ SE. ¼	20	11	30		
Left bank of river:					
SE. frl. pt. SW. ¼	22	11	30		
SE. fr	22	11	30		

***List of** lands claimed as swamp land in place, but the character of which has not been determined*—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Record, vol. 8—Cont'd.					
Right bank of river:		N.	W.	*Acres.*	
SE. fr	22	11	30	.....	
SE. frl. pt. NW. ¼	23	11	30	.....	
SW. frl. pt. NE. ¼	23	11	30	.....	
N. frl. ½ SE. ¼	23	11	30	.....	
S. frl. ½ SE. ¼	23	11	30	.....	
Both sides of river, W. ½ NE. ¼	25	11	30	.....	
SW. ¼ NE. ¼	28	11	30	.....	
E. ½ SE. ¼	28	11	30	.....	
NW. ¼ SE. ¼	28	11	30	.....	
NW. ¼ NW. ¼	28	12	30	.....	
SW. ¼ SW. ¼	28	12	30	.....	
NE. ¼ NE. ¼	29	12	30	.....	
NW. ¼ SE. ¼	29	12	30	.....	
NE. ¼ NE. ¼	17	10	31	.....	
SE. ¼ NE. ¼	17	10	31	.....	
SE. ¼	17	10	31	.....	
SE. ¼ SW. ¼	17	10	31	.....	
W. ½ NE. ¼	18	10	31	.....	
W. ½ SE. ¼	18	10	31	.....	
NW. ¼	18	10	31	.....	
E. ½	20	10	31	.....	
N. ½ NW. ¼	20	10	31	.....	
SE. ¼ NW. ¼	20	10	31	.....	
E. ½ NE. ¼	21	10	31	.....	
W. ½ NW. ¼	21	10	31	.....	
SW. ¼	21	10	31	.....	
W. ½ NW. ¼	22	10	31	.....	
S. E. ¼ SE. ¼	22	10	31	.....	
SW. ¼	22	10	31	.....	
S. ½ NE. ¼	26	10	31	.....	
N. ½ NW. ¼	27	10	31	.....	
N. ½	28	10	31	.....	
Right bank of river:					
SE. frl. pt	29	10	31	2.57	
NE. fr	32	10	31	45.53	
NW. ¼	32	10	31	106.93	
NW. ¼ NE. ¼	5	11	31	.....	
SW. ¼ NW. ¼	7	11	31	.....	
SW. ¼ SW. ¼	7	11	31	.....	
S. ½ SW. ¼	18	11	31	.....	
SW. ¼ NE. ¼	34	13	31	.....	
SE. ¼ NW. ¼	19	9	32	.....	
NW. ¼ SE. ¼	19	9	32	.....	
NW. ¼ NW. ¼	27	9	32	.....	
NW. ¼ SE. ¼	1	10	32	.....	
Right bank river, N. frl. ½ SE. ¼	15	10	32	.....	
SE. ¼ NW. ¼	25	10	32	.....	
S. ½ NE. ¼	36	10	32	.....	
NE. ¼ SW. ¼	36	10	32	.....	
NW. ¼ SE. ¼	12	11	32	.....	
NE. ¼ SW. ¼	12	11	32	.....	
SW. ¼ NE. ¼	6	12	32	.....	
NE. ¼ SW. ¼	6	12	32	.....	
NE. ¼ NW. ¼	36	11	33	.....	
NW. ¼ NE. ¼	36	11	33	.....	

681 tracts equal about 27,240 acres. See supplemental list hereto annexed.

SUPPLEMENTAL.

Division K.—Records, vol. 8.		S.	W.		
NE. ¼ SE. ¼	10	16	15	.....	Homestead, July 28, 1891.
SE. ¼ NW. ¼	23	18	15	.....	Homestead, Jan. 13, 1891.
SW. ¼ NE. ¼	21	13	16	.....	Homestead, Nov. 12, 1890.
SW. ¼ SW. ¼	33	14	16	.....	Homestead, Jan. 5, 1891.
NE. ¼ NW. ¼	2	19	16	.....	Homestead, Jan. 26, 1893.
SW. ¼ NE. ¼	21	13	18	.....	Homestead, Nov. 17, 1891.
NE. ¼ NW. ¼	30	11	19	.....	Homestead, Jan. 5, 1891.
N. ½ SE. ¼	18	11	20	.....	Homestead, Feb. 22, 1890.
W. ½ NE. ¼	9	7	18	.....	Homestead, Mar. 3, 1890.
NW. ¼	9	7	18	.....	Do.
NW. ¼ SE. ¼	9	7	18	.....	Do.

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

SUPPLEMENTAL—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		S.	W.		
NW. ¼ SW. ¼	36	1	21		Homestead, Jan. 28, 1892.
W. ½ SW. ¼	19	4	21		Homestead, Mar. 26, 1890.
NE. ¼ SE. ¼	28	4	22		Homestead, Jan. 3, 1891.
N. ½ SW. ¼	4	10	22		F. C., Jan. 9, 1893.
SW. ¼ SW. ¼	11	15	22		Do.
NW. ¼ SE. ¼	26	19	22		Homestead, Sept. 30, 1890.
SW. ¼ NE. ¼	3	20	22		Homestead, July 2, 1890.
E. ½ NE. ¼	36	13	23		Homestead, Nov. 9, 1891.
N. ½ NE. ¼	20	9	24		Homestead, May 28, 1891.
SE. ¼ NW. frl. ¼	22	9	24		Homestead, Mar. 24, 1892.
N. ½ SW. ¼	22	9	24		Do.
NW. ¼ SE. ¼	22	9	24		Do.
Frl. on left bank and in bend of river.	25	14	26		Homestead, Aug. 31, 1891.
Left bank and in bed of river:					
E. ½ NE. ¼	26	14	26		Do.
NW. ¼ NE. ¼	26	14	26		Do.
SW. frl. ¼	26				Homestead, Aug. 7, 1890.
SW. ¼	6	18	26		Do.
NE. ¼ SW. ¼	26	12	28		Homestead. Feb. 18, 1890.
S. ½ NE. ¼; SE. ¼ NW. ¼	14	18	28		Homestead, Dec. 21, 1891.
NE. ¼ SE. ¼	14	18	28		Do.
S. ½ SE. ¼	34	8	29		Homestead, Mar. 27, 1890.
N. ½ NE. ¼	28	11	29		Homestead, Mar. 8, 1893.
NW. ¼ NW. ¼	28	11	29		Homestead, Mar. 21, 1893.
S. ½ NE. ¼	28	11	29		Homestead, Mar. 8, 1893.
E. ½ NE. ¼	29	11	29		Homestead, Mar. 21, 1893.
NW. ¼ NE. ¼	29	11	29		Do.
SE. ¼ NW. ¼	29	11	29		Homestead, Apr. 25, 1891.
N. ½ SW. ¼	29	11	29		Homestead, Oct. 29 1893.
S. ½ SW. ¼	29	11	29		Homestead, Apr. 25, 1891; Nov. 25, 1893.
SE. ¼	30	11	29		Homestead, Jan. 29, 1894.
NE. ¼ NW. ¼	32	11	29		Homestead, Nov. 25, 1893.
NW. ¼ NW. ¼	32	11	29		Do.
S. ½ NW. ¼	14	12	29		Homestead, Jan. 27, 1893.
N. ½ SW. ¼	14	12	29		Do.
W. ½ NW. ¼	18	12	29		Homestead, Aug. 27, 1890.
NW. ¼ SE. ¼	2	13	29		Homestead, Feb. 11, 1892.
E. ½ NW. ¼	2	13	29		Homestead, Feb. 16, 1893.
SW. ¼ NE. ¼	10	13	29		Homestead, Jan. 5, 1892.
NW. ¼ SE. ¼	10	13	29		Do.
NE. ¼ SW. ¼	14	13	29		Homestead, Nov. 18, 1891.
W. ½ NE. ¼	26	13	29		Homestead, Aug. 18, 1894.
E. ½ NW. ¼	26	13	29		Do.
SW. ¼ NE. ¼	1	2	30		Homestead, Sept. 15, 1890.
SE. ¼ NW. ¼	1	2	30		Homestead, Apr. 26, 1890.
NE. ¼ SW. ¼	1	2	30		Do.
W. frl. ½ NW. ¼	4	9	30		Homestead, Aug. 15, 1890.
N. ½ NE. ¼	4	11	30		Homestead, Mar. 30, 1891.
SW. ¼ NE. ¼	4	11	30		Do.
NW. ¼ SE. ¼	4	11	30		Do.
NW. ¼ SW. ¼	22	11	30		Homestead, Feb. 14, 1893.
SE. ¼ NE. ¼	28	11	30		Homestead, Jan. 2, 1890.
NE. ¼ SW. ¼	28	11	30		Homestead, Sept. 11, 1891.
N. ½ NW. ¼	11	12	30		Homestead, Feb. 25, 1892.
SW. ¼ NW. ¼	28	12	30		Homestead, Feb. 8, 1892.
NW. ¼ SW. ¼	28	12	30		Do.
W. ½ NW. ¼	7	10	31		Homestead, Mar. 20, 1890.
SE. ¼ NW. ¼	11	10	31		Homestead, June 2, 1891.
W. ½ NE. ¼	21	10	31		Homestead, Nov. 29, 1893.
E. ½ NW. ¼	21	10	31		Do.
NE. ¼ SE. ¼	22	10	31		Homestead, Feb. 16, 1891.
L. B. R., NE. frl. ¼	32	10	31		Homestead, Nov. 14, 1893.
NW. ¼ NE. ¼	19	11	31		Homestead, Apr. 5, 1893.
NW. ¼	19	11	31		Homestead, Mar. 29, 1892.
NW. ¼ NW. ¼	24	11	31		
W. ½ NE. ¼	1	13	31		Homestead, Apr. 3, 1891.
NW. ¼ SE. ¼	1	13	31		Do.
S. ½ SE. ¼	2	9	32		Homestead, Feb. 12, 1891.
E. ½ NW. ¼	8	9	32		Homestead, Nov. 21, 1891.
SW. ¼ NE. ¼	18	9	32		Homestead, July 21, 1894.
SE. ¼ NW. ¼	18	9	32		Do.
NE. ¼ SW. ¼	18	9	32		Do.
N. ½ SE. ¼	17	10	32		Do.
NW. ¼ SW. ¼	28	10	32		Homestead, Feb. 1, 1893.
N. ½ SE. ¼	36	10	32		Homestead, Aug. 1, 1894.

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

SUPPLEMENTAL—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		S.	W.		
W. ½ SW. ¼	3	11	32	.....	Homestead, Feb. 11, 1893.
SW. ¼ NE. ¼	17	12	32	.....	Homestead, Apr. 10, 1890.
NE. ¼ SE. ¼	12	12	33	.....	Homestead, Feb. 23, 1891.

Regular list, 681 tracts equal	acres..	27,240
Supplemental list, 131 tracts equal	do....	5,240
Total		32,480

MISCELLANEOUS.

[Vacant lands; selections since March 3, 1857.]

Division K.—Records, vol. 9.		S.	W.	
NW. NW	5	19	8	.....
SW. NW	5	19	8	.....
SE. SW	19	19	8	.....
SW. SW	19	19	8	.....
SE. SW	27	19	8	.....
SE. SW	28	19	8	.....
NE. NW	30	19	8	.....
NW. NW	30	19	8	.....
SE. NW	30	19	8	.....
SW. NW	30	19	8	.....
NE. SW	30	19	8	.....
SE. SW	30	19	8	.....
SW. SW	30	19	8	.....
SW. frl	31	19	8	.....
SW. frl	33	19	8	.....
SW. SW	5	11	9	.....
SE. SE	7	11	9	.....
NE. SE	7	11	9	.....
NW. SE	7	11	9	.....
SW. NW	8	11	9	.....
NE. SW	8	11	9	.....
NW. SW	8	11	9	.....
SE. SW	8	11	9	.....
SW. SW	8	11	9	.....
NE. NW	17	11	9	.....
NW. NW	17	11	9	.....
SE. NW	17	11	9	.....
SW. NW	17	11	9	.....
NE. SW	17	11	9	.....
NW. SW	17	11	9	.....
SE. SW	17	11	9	.....
SW. SW	17	11	9	.....
NE. NE	18	11	9	.....
NW. NE	18	11	9	.....
SE. NE	18	11	9	.....
SW. NE	18	11	9	.....
NE. SE	18	11	9	.....
NW. SE	18	11	9	.....
NE. NW	18	11	9	.....
SE. NW	18	11	9	.....
NE. SW	20	11	9	.....
SE. SW	20	11	9	.....
NW. SE	21	11	9	.....
SW. SE	21	11	9	.....
NW. NE	28	11	9	.....
SW. NE	28	11	9	.....
NE. NW	28	11	9	.....
SE. NW	28	11	9	.....
NW. SE	29	11	9	.....
SW. SE	29	11	9	.....
NE. NW	29	11	9	.....
NW. NW	29	11	9	.....
SE. NW	29	11	9	.....
SW. NW	29	11	9	.....
NE. SW	29	11	9	.....
NW. SW	29	11	9	.....
SE. SW	29	11	9	.....
SW. SW	29	11	9	.....

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NE. NE	30	11	9	.....	
NW. NE	30	11	9	.....	
SE. NE	30	11	9	.....	
SW. NE	30	11	9	.....	
NE. SE	30	11	9	.....	
NW. SE	30	11	9	.....	
SE. SE	30	11	9	.....	
SW. SE	30	11	9	.....	
NE. NW	30	11	9	.....	
SE. NW	30	11	9	.....	
NE. SW	30	11	9	.....	
SE. SW	30	11	9	.....	
NE. NE	32	11	9	.....	
NW. NE	32	11	9	.....	
SE. NE	32	11	9	.....	
SW. NE	32	11	9	.....	
SW. NE	21	12	9	.....	
SW. NE	24	12	9	.....	
NE. NW	22	13	9	.....	
SE. NW	22	13	9	.....	
SW. NE	22	13	9	.....	
NE. NE	22	13	9	.....	
SE. NE	22	13	9	.....	
NE. SE	26	13	9	.....	
SE. NW	34	14	9	.....	
NW. NE	36	14	9	.....	
SW. NE	36	14	9	.....	
W. ½ of bayou SE	2	15	9	.....	
SW. SW	11	15	9	.....	
SW. SW	22	15	9	.....	
NE. SE	29	15	9	.....	
SE. SE	29	15	9	.....	
SE. NE	9	17	9	.....	
NE. SE	9	17	9	.....	
SE. SE	9	17	9	.....	
NW. SW	10	17	9	.....	
NE. SW	15	17	9	.....	
SW. SE	17	17	9	.....	
SW. NE	21	17	9	.....	
SE. NE	21	17	9	.....	
NW. SE	33	17	9	.....	
NE. SE	33	17	9	.....	
NW. SW	33	17	9	.....	
NE. SW	33	17	9	.....	
SW. NW	3	18	9	.....	
NW. SW	3	18	9	.....	
NE. SE	4	18	9	.....	
SE. SW	4	18	9	.....	
SW. SE	5	18	9	.....	
SE. NW	5	18	9	.....	
SW. NW	5	18	9	.....	
NE. SW	5	18	9	.....	
NW. SW	5	18	9	.....	
SE. SW	5	18	9	.....	
SW. SW	5	18	9	.....	
SE. SE	6	18	9	.....	
SW. SE	6	18	9	.....	
SE. SW	6	18	9	.....	
NE. NW	7	18	9	.....	
NW. NW	7	18	9	.....	
SE. NW	7	18	9	.....	
SW. NW	7	18	9	.....	
NE. NE	7	18	9	.....	
NW. NE	7	18	9	.....	
SE. NE	7	18	9	.....	
SW. NE	7	18	9	.....	
NE. NE	8	18	9	.....	
NW. NE	8	18	9	.....	
SE. NE	8	18	9	.....	
SW. NE	8	18	9	.....	
NE. NW	8	18	9	.....	
NW. NW	8	18	9	.....	
SE. NW	8	18	9	.....	
SW. NW	8	18	9	.....	
SE. NW	9	18	9	.....	
SW. NW	9	18	9	.....	

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NE. SW	9	18	9		
NW. SW	9	18	9		
NE. SE	10	18	9		
SE. NE	1	18	9		
SW. NE	1	18	9		
SE. NW	1	18	9		
NE. SW	1	18	9		
NE. SE	1	19	9		
NW. SE	1	19	9		
SE. SE	1	19	9		
SW. SE	1	19	9		
SW. NE	8	19	9		
SE. SW	13	19	9		
NE. NE	14	19	9		
NW. NE	14	19	9		
SE. NE	14	19	9		
SW. NE	14	19	9		
NE. SE	14	19	9		
NW. SE	14	19	9		
SE. NE	15	19	9		
SW. NE	15	19	9		
NE. SW	15	19	9		
SE. SW	15	19	9		
NE. SE	15	19	9		
NW. SE	15	19	9		
SE. SE	15	19	9		
SW. SE	15	19	9		
SE. NE	21	19	9		
NE. SE	21	19	9		
NE. NE	22	19	9		
NW. NE	22	19	9		
SE. NE	22	19	9		
SW. NE	22	19	9		
NE. NW	22	19	9		
NW. NW	22	19	9		
SE. NW	22	19	9		
SW. NW	22	19	9		
NE. SW	22	19	9		
SE. SW	22	19	9		
NE. SE	22	19	9		
NW. SE	22	19	9		
SE. NE	23	19	9		
NW. NW	23	19	9		
NW. SW	23	19	9		
SW. SW	23	19	9		
SE. SW	23	19	9		
NE. SE	23	19	9		
SE. SE	23	19	9		
NE. NW	24	19	9		
SE. SW	24	19	9		
SW. NE	24	19	9		
NE. SW	24	19	9		
NE. SE	24	19	9		
SE. SE	24	19	9		
NE. NE	26	19	9		
NW. NE	26	19	9		
NW. SE	27	19	9		
SW. SE	27	19	9		
NE. SW	27	19	9		
NW. SW	27	19	9		
SE. SW	27	19	9		
SW. SW	27	19	9		
SE. NE	28	19	9		
NE. SE	28	19	9		
NE. NE	36	19	9		
NW. NE	36	19	9		
SE. NE	36	19	9		
SW. NE	36	19	9		
NE. NW	36	19	9		
NW. NW	36	19	9		
SE. NW	36	19	9		
SW. NW	36	19	9		
NE. SE	36	19	9		
NW. SE	36	19	9		
SE. SE	36	19	9		
SW. SE	36	19	9		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NE. SW	36	19	9		
NW. SW	36	19	9		
SE. SW	36	19	9		
SW. SW	36	19	9		
NW. NE	25	11	10		
SW. SE	20	13	10		
SE. NW	33	13	10		
SE. NW	4	14	10		
SE. SE	8	14	10		
SE. NE	10	14	10		
SW. NE	10	14	10		
NE. NW	13	14	10		
NW. NW	13	14	10		
NE. NE	18	14	10		
NE. SE	22	14	10		
SE. NE	22	14	10		
NE. SW	34	14	10		
SW. NW	4	15	10		
NW. SW	6	15	10		
SW. SW	6	15	10		
NW. NW	7	15	10		
SW. NW	7	15	10		
NW. SW	7	15	10		
SW. SW	7	15	10		
NE. SW	8	15	10		
SE. NE	9	15	10		
NE. SE	10	15	10		
NW. NW	15	15	10		
SW. NW	15	15	10		
NE. NW	18	15	10		
NW. NW	18	15	10		
NW. NE	19	15	10		
SW. NE	19	15	10		
NW. SE	19	15	10		
SW. NW	29	15	10		
NW. NE	30	15	10		
SE. NE	30	15	10		
NW. SE	30	15	10		
SW. SE	30	15	10		
NE. NE	31	15	10		
SW. SE	31	15	10		
SE. SE	31	15	10		
SW. NW	32	15	10		
NE. SW	32	15	10		
NW. SW	32	15	10		
SE. SW	32	15	10		
SW. SW	32	15	10		
NE. SW	20	16	10		
NW. NW	20	16	10		
NE. NW	20	16	10		
SW. NW	26	16	10		
SE. NW	26	16	10		
SW. NE	26	16	10		
NW. SE	26	16	10		
NE. SW	26	16	10		
NW. SW	26	16	10		
SE. SW	25	12	11		
NE. SW	35	12	11		
NE. NW	36	12	11		
NW. NW	1	13	11		
SE. NW	15	13	11		
NW. SE	15	13	11		
SW. NE	21	13	11		
SW. SE	22	13	11		
SE. SE	22	13	11		
NE. SE	22	13	11		
SW. NE	23	13	11		
NW. SW	23	13	11		
SW. SW	23	13	11		
SW. SW	25	13	11		
SE. SE	26	13	11		
SW. SW	26	13	11		
SE. NW	34	13	11		
NE. NE	34	13	11		
SE. NE	34	13	11		
SE. SW	35	13	11		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NE. SW	35	13	11	.....	
NW. SW	35	13	11	.....	
NE. NW	35	13	11	.....	
NW. NW	35	13	11	.....	
SE. NW	35	13	11	.....	
SW. NW	35	13	11	.....	
NW. NE	35	13	11	.....	
SW. NE	35	13	11	.....	
NW. SE	35	13	11	.....	
SW. SE	35	13	11	.....	
NW. NW	1	14	11	.....	
SW. SW	1	14	11	.....	
NE. NE	2	14	11	.....	
NW. NE	2	14	11	.....	
SW. NE	2	14	11	.....	
NE. SE	10	14	11	.....	
SE. SE	10	14	11	.....	
NW. NW	11	14	11	.....	
SW. NW	11	14	11	.....	
NE. SW	11	14	11	.....	
NW. SW	11	14	11	.....	
NW. NW	12	14	11	.....	
SW. NW	12	14	11	.....	
SW. NW	25	14	11	.....	
NE. SW	25	14	11	.....	
NW. SW	25	14	11	.....	
SE. NE	26	14	11	.....	
NE. SE	2	14	11	.....	
SE. SE	2	14	11	.....	
SW. SW	36	14	11	.....	
SW. SE	1	15	11	.....	
NE. SW	1	15	11	.....	
NW. SW	1	15	11	.....	
SE. SW	1	15	11	.....	
SW. SW	1	15	11	.....	
NW. SW	5	15	11	.....	
SW. SW	5	15	11	.....	
NE. SE	7	15	11	.....	
SE. SW	8	15	11	.....	
SW. SW	8	15	11	.....	
NE. SW	8	15	11	.....	
NW. SW	8	15	11	.....	
NW. NW	8	15	11	.....	
SW. NW	8	15	11	.....	
SE. NW	8	15	11	.....	
SE. NE	11	15	11	.....	
SW. NE	11	15	11	.....	
NE. SE	11	15	11	.....	
NW. SE	11	15	11	.....	
SE. SE	11	15	11	.....	
SW. SE	11	15	11	.....	
NE. NE	12	15	11	.....	
NW. NE	12	15	11	.....	
SE. NE	12	15	11	.....	
SW. NE	12	15	11	.....	
NE. NW	12	15	11	.....	
NW. NW	12	15	11	.....	
SE. NW	12	15	11	.....	
SW. NW	12	15	11	.....	
NE. SE	12	15	11	.....	
NW. SE	12	15	11	.....	
SE. SE	12	15	11	.....	
SW. SE	12	15	11	.....	
NE. SW	12	15	11	.....	
NW. SW	12	15	11	.....	
SE. SW	12	15	11	.....	
SW. SW	12	15	11	.....	
NW. NW	13	15	11	.....	
SE. NW	13	15	11	.....	
NE. NE	13	15	11	.....	
NW. NE	13	15	11	.....	
SE. NE	13	15	11	.....	
SW. NE	13	15	11	.....	
NE. SW	13	15	11	.....	
NE. NE	14	15	11	.....	

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NW. NE	14	15	11	.....	
NE. SW	17	15	11	.....	
NW. SW	17	15	11	.....	
SE. SW	17	15	11	.....	
SW. SW	17	15	11	.....	
SE. SE	17	15	11	.....	
NW. SE	17	15	11	.....	
SW. SE	17	15	11	.....	
SE. NE	18	15	11	.....	
NE. SE	18	15	11	.....	
NE. SE	19	15	11	.....	
SE. SE	19	15	11	.....	
NW. SE	19	15	11	.....	
SW. SE	19	15	11	.....	
SE. SW	19	15	11	.....	
SW. NW	19	15	11	.....	
NE. SW	20	15	11	.....	
NW. SW	20	15	11	.....	
NE. NW	20	15	11	.....	
NW. NW	20	15	11	.....	
SE. NW	20	15	11	.....	
SW. NW	20	15	11	.....	
NE. NE	20	15	11	.....	
NW. NE	20	15	11	.....	
SE. NE	20	15	11	.....	
SW. NE	20	15	11	.....	
NW. SE	21	15	11	.....	
NW. SE	22	15	11	.....	
NE. SW	24	15	11	.....	
SE. SW	24	15	11	.....	
NW. SE	25	15	11	.....	
SW. SE	25	15	11	.....	
SE. NW	2	16	11	.....	
NW. NE	3	16	11	.....	
NW. NW	3	16	11	.....	
SW. NW	3	16	11	.....	
NE. SW	4	16	11	.....	
NW. SW	4	16	11	.....	
SE. NW	4	16	11	.....	
SW. NW	4	16	11	.....	
NE. NW	4	16	11	.....	
NW. NW	4	16	11	.....	
NE. NE	4	16	11	.....	
NW. NE	4	16	11	.....	
SW. NE	4	16	11	.....	
NE. NE	5	16	11	.....	
NE. SE	5	16	11	.....	
SE. NE	10	16	11	.....	
SW. NE	10	16	11	.....	
NW. NW	11	16	11	.....	
SW. NW	11	16	11	.....	
NE. NE	11	16	11	.....	
SE. NE	11	16	11	.....	
SE. SE	11	16	11	.....	
NW. SW	11	16	11	.....	
NW. NE	12	16	11	.....	
SE. SE	13	16	11	.....	
SW. SW	13	16	11	.....	
SE. SW	14	16	11	.....	
SW. NE	14	16	11	.....	
NE. NE	14	16	11	.....	
SE. NE	14	16	11	.....	
NE. SE	14	16	11	.....	
NW. SE	14	16	11	.....	
NE. SE	19	16	11	.....	
SE. SE	19	16	11	.....	
SE. NW	22	16	11	.....	
NW. SE	22	16	11	.....	
SW. SE	22	16	11	.....	
SW. NE	22	16	11	.....	
NE. NE	23	16	11	.....	
SE. NE	23	16	11	.....	
SW. SE	23	16	11	.....	
NW. SE	24	16	11	.....	
NE. NE	24	16	11	.....	
SE. NW	24	16	11	.....	

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NE. NE	26	16	11		
SE. NE	26	16	11		
NW. NE	26	16	11		
SW. NE	26	16	11		
NE. SE	26	16	11		
NW. SE	26	16	11		
NE. SW	26	16	11		
NW. SW	26	16	11		
NE. SE	27	16	11		
NE. NE	27	16	11		
SE. NE	27	19	11		
NE. SE	28	16	11		
NW. SE	28	16	11		
SE. SE	28	16	11		
NE. SW	29	16	11		
SE. SW	29	16	11		
NW. SW	29	16	11		
SW. NW	29	16	11		
SE. NE	29	16	11		
SW. NE	29	16	11		
NW. SE	30	16	11		
SE. NW	30	16	11		
SW. NE	30	16	11		
NE. NE	31	16	11		
NE. NW	32	16	11		
SE. NW	32	16	11		
NE. NW	33	16	11		
SE. NW	33	16	11		
NE. NE	33	16	11		
NW. NE	33	16	11		
SW. NE	33	16	11		
NW. SE	33	16	11		
SW. SE	33	16	11		
NE. SW	33	16	11		
SE. SW	33	16	11		
NE. NW	36	16	11		
SE. NW	36	16	11		
NE. NE	36	16	11		
NW. NE	36	16	11		
NW. SE	36	16	11		
SW. SW	19	18	11		
NE. SW	3	11	12		
NW. SW	3	11	12		
SE. SW	3	11	12		
SW. SW	3	11	12		
NE. SW	4	11	12		
NW. SW	4	11	12		
NE. NE	9	11	12		
SE. SE	9	11	12		
NE. SE	21	11	12		
NW. SE	21	11	12		
SE. SE	21	11	12		
SW. SE	21	11	12		
NE. NE	28	11	12		
SE. NE	28	11	12		
NE. SE	28	11	12		
SE. SE	28	11	12		
NW. SE	28	11	12		
NE. SW	28	11	12		
SW. NE	29	11	12		
SE. NW	29	11	12		
SW. NW	29	11	12		
SE. NE	33	11	12		
NE. NE	4	12	12		
SE. NE	4	12	12		
NE. SE	7	12	12		
NW. SE	7	12	12		
SE. SE	7	12	12		
SW. SE	7	12	12		
NW. SE	17	12	12		
NE. NE	18	12	12		
SE. NE	20	12	12		
NW. SW	22	12	12		
NE. SW	27	12	12		
NW. SW	27	12	12		
NE. NW	27	12	12		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NW. NW	27	12	12		
SE. NW	27	12	12		
SW. NW	27	12	12		
NW. NW	28	12	12		
SE. SE	28	12	12		
SW. SW	28	12	12		
NE. NE	29	12	12		
NW. NE	29	12	12		
SE. NW	33	12	12		
NE. SE	33	12	12		
NE. SW	34	12	12		
SE. SW	34	12	12		
NW. SW	34	12	12		
SW. SW	34	12	12		
SE. SW	4	13	12		
SE. SE	9	13	12		
NE. SE	21	13	12		
SE. SE	21	13	12		
NW. SE	22	13	12		
SW. SE	22	13	12		
NE. SW	22	13	12		
NW. SW	22	13	12		
SE. SW	22	13	12		
SW. SW	22	13	12		
NW. NW	27	13	12		
SW. NW	27	13	12		
NW. SW	27	13	12		
NE. NE	28	13	12		
NE. NW	31	13	12		
SE. NW	31	13	12		
NE. SW	31	13	12		
SE. SW	31	13	12		
NW. SE	3	14	12		
SE. NW	3	14	12		
NW. SE	7	14	12		
NW. NW	4	15	12		
SW. NW	4	15	12		
NE. SE	4	15	12		
NW. SW	4	15	12		
NE. SE	5	15	12		
SE. SE	5	15	12		
NE. NE	6	15	12		
NW. NE	6	15	12		
SE. NE	6	15	12		
SW. NE	6	15	12		
NE. NW	6	15	12		
NW. NW	6	15	12		
NW. SE	6	15	12		
SW. SE	6	15	12		
NE. SW	6	15	12		
NW. SW	6	15	12		
SE. SW	6	15	12		
SW. SW	6	15	12		
NW. NE	7	15	12		
SW. NE	7	15	12		
NE. NW	7	15	12		
NW. NW	7	15	12		
SE. NW	7	15	12		
SW. NW	7	15	12		
SE. SE	7	15	12		
SW. SW	8	15	12		
NE. NE	8	15	12		
SW. NE	8	15	12		
NE. SE	8	15	12		
NW. SE	8	15	12		
SE. SE	8	15	12		
SW. SE	8	15	12		
NE. SW	8	15	12		
SE. SW	8	15	12		
SW. NE	10	15	12		
NW. SE	10	15	12		
NW. NE	17	15	12		
NE. NW	17	15	12		
SE. NW	17	15	12		
SW. SE	17	15	12		
NE. SW	17	15	12		

***List of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.**

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
SE. SW	17	15	12	.....	
NW. NW	18	15	12	.....	
SW. NW	18	15	12	.....	
SE. NE	19	15	12	.....	
SW. NE	19	15	12	.....	
SE. NW	19	15	12	.....	
NW. NW	19	15	12	.....	
SW. NW	19	15	12	.....	
SE. SE	19	15	12	.....	
SW. SE	19	15	12	.....	
NE. SW	19	15	12	.....	
NW. SW	19	15	12	.....	
SW. SW	19	15	12	.....	
NE. NW	20	15	12	.....	
NW. NW	20	15	12	.....	
SE. NW	20	15	12	.....	
SW. NW	20	15	12	.....	
SW. SE	22	15	12	.....	
SE. SW	23	15	12	.....	
NE. SW	28	15	12	.....	
NW. NE	28	15	12	.....	
SW. NE	28	15	12	.....	
SW. NE	30	15	12	.....	
NW. NW	30	15	12	.....	
SW. NW	30	15	12	.....	
NW. SE	31	15	12	.....	
SW. SE	31	15	12	.....	
NE. SW	31	15	12	.....	
SE. SW	31	15	12	.....	
SW. SW	31	15	12	.....	
NE. NE	32	15	12	.....	
NW. SE	32	15	12	.....	
NE. SW	34	15	12	.....	
SE. SW	34	15	12	.....	
NW. SW	34	15	12	.....	
SW. SW	34	15	12	.....	
NW. NE	35	15	12	.....	
SW. NE	35	15	12	.....	
NW. SE	35	15	12	.....	
SW. SE	35	15	12	.....	
NW. SE	36	15	12	.....	
SW. SE	36	15	12	.....	
NE. SW	36	15	12	.....	
SE. SW	36	15	12	.....	
NE. NW	18	17	12	.....	
NW. SE	28	18	12	.....	
NW. SE	30	18	12	.....	
NE. SW	30	18	12	.....	
SE. NW	31	18	12	.....	
SW. NE	32	18	12	.....	
SE. NW	32	18	12	.....	
NE. NE	35	18	12	.....	
NE. NW	36	18	12	.....	
NW. NW	36	18	12	.....	
SE. NW	33	19	12	.....	
NE. NE	25	11	13	.....	
SW. SE	32	11	13	.....	
SE. NW	20	12	13	.....	
NE. SE	20	12	13	.....	
NW. NW	21	12	13	.....	
SW. NW	21	12	13	.....	
NE. SW	21	12	13	.....	
SE. SW	21	12	13	.....	
SE. NW	27	12	13	.....	
NW. SW	33	12	13	.....	
NE. ¼ SW. ¼	18	16	12	.....	
N. ½ SE. ¼	24	16	12	.....	
N. ½ SE. ¼	24	17	12	.....	
NW. ¼ NE. ¼	12	12	13	.....	
W. ½ NW. ¼	19	16	6	.....	
SE. ¼ NW. ¼	22	16	6	.....	
NW. ¼ SE. ¼	22	16	6	.....	
SE. ¼ NW. ¼	19	17	6	.....	
SW. ¼ NE. ¼	29	17	6	.....	
N. ½ SE. ¼	32	17	6	.....	
SE. ¼ NE. ¼	32	17	6	.....	
SW. ¼ NW. ¼	33	17	6	.....	

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
N. ½ SW. ¼	33	17	6		
NE. ¼ SW. ¼	5	18	6		
SE. ¼ NW. ¼	5	18	6		
SW. ¼ NE. ¼	8	18	6		
NE. ¼ SW. ¼	8	18	6		
NW. ¼ SE. ¼	8	18	6		
NE. ¼ NE. ¼	36	18	6		
NW. ¼ NW. ¼	6	19	6		
E. ½ SW. ¼	12	19	6		
W. ½ SE. ¼	12	19	6		
W. ½ NE. ¼	13	19	6		
W. ½ SE. ¼	13	19	6		
NW. ¼ NE. ¼	24	19	6		
W. ½ SE. ¼	24	19	6		
W. ½ NE. ¼	25	19	6		
NE. ¼ SE. ¼	19	13	8		
SE. ¼ SE. ¼	19	13	8		
NW. ¼ NW. ¼	33	13	8		
NE. ¼ NE. ¼	17	14	8		
W. ½ SE. ¼	3	16	8		
W. ½ NW. ¼	5	16	8		
S. ½ NW. ¼	30	16	8		
N. ½ SW. ¼	30	16	8		
S. ½ NW. ¼	14	19	8		
SW. ¼	14	19	8		
SW. ¼ SE. ¼	14	19	8		
W. ½ NE. ¼	24	19	8		
NW. ¼ SW. ¼	9	11	9		
NE. ¼ SE. ¼	27	11	9		
W. ½ SE. ¼	28	11	9		
NW. ¼	32	11	9		
N. ½ SW. ¼	32	11	9		
Both sides Saline River, NW. frl. ¼	33	11	9		
E. ½ SE. ¼	11	12	9		
NE. ¼ SW. ¼	25	12	9		
Right bank Saline River, SE. frl	2	15	9		
SE. ¼ NW. ¼	28	15	9		
NE. ¼ SW. ¼	28	15	9		
S. ½ NE. ¼	36	16	9		
NW. ¼ SE. ¼	2	17	9		
SW. ¼ NW. ¼	10	17	9		
NE. ¼ SW. ¼	27	17	9		
S. ½ SW. ¼	32	17	9		
SW. ¼ NW. ¼	4	18	9		
N. ½ SE. ¼	6	18	9		
SE. ¼ SE. ¼	10	18	9		
N. W¼ SW. ¼	14	19	9		
SE. ¼ NW. ¼	4	11	10		
NE. ¼ SW. ¼	4	11	10		
SE. ¼ SW. ¼	11	12	10		
NE. ¼ NW. ¼	14	12	10		
SW. ¼ SE. ¼	29	13	10		
NE. ¼ SW. ¼	2	14	10		
NE. ¼ NE. ¼	14	14	10		
SW. ¼ SE. ¼	1	15	10		
NE. ¼ NE. ¼	12	15	10		
NE. ¼ NW. ¼	12	15	10		
NE. ¼ NE. ¼	32	15	10		
NE. ¼ SE. ¼	36	15	10		
SW. ¼ SE. ¼	13	16	10		
SE. ¼ SW. ¼	13	16	10		
E. ½ SW. ¼	15	16	10		
SW. ¼ SW. ¼	15	16	10		
SW. ¼ NE. ¼	22	16	10		
E. ½ SW. ¼	22	16	10		
W. ½ SE. ¼	22	16	10		
SE. ¼ NW. ¼	23	16	10		
NE. ¼ SW. ¼	23	16	10		
N. ½ NE. ¼	24	16	10		
SW. ¼ SE. ¼	24	16	10		
SE. ¼ NW. ¼	27	16	10		
NE. ¼ SW. ¼	27	16	10		
SE. ¼ SE. ¼	32	16	10		
S. ½ NW. ¼	2	17	10		
NW. ¼ SW. ¼	2	17	10		
SE. ¼ NW. ¼	3	17	10		

***List of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.**

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
E. ½ SW. ¼	3	17	10	.....	
S. ½ NE. ¼	3	17	10	.....	
N. ½ SE. ¼	3	17	10	.....	
NW. ¼ SE. ¼	11	17	10	.....	
NE. ¼ SW. ¼	11	17	10	.....	
Both sides river, E. ½ NW. ¼	13	17	10	.....	
N. ½ SW. ¼	15	17	10	.....	
N. ½ SE. ¼	15	17	10	.....	
E. ½ SW. ¼	19	17	10	.....	
S. ½ NE. ¼	19	17	10	.....	
SE. ¼	19	17	10	.....	
S. ½ NE. ¼	20	17	10	.....	
S. ½ NW. ¼	20	17	10	.....	
SW. ¼	20	17	10	.....	
W. ½ SE. ¼	20	17	10	.....	
W. ½ NW. ¼	21	17	10	.....	
E. ½ SW. ¼	28	17	10	.....	
W. ½ SE. ¼	28	17	10	.....	
SW. ¼ NE. ¼	29	17	10	.....	
NE. ¼ NW. ¼	29	17	10	.....	
NW. ¼ NE. ¼	30	17	10	.....	
SW. ¼ NE. ¼	27	11	11	.....	
SW. ¼ NW. ¼	27	11	11	.....	
E. ½ SW. ¼	15	13	11	.....	
SW. ¼ SE. ¼	15	13	11	.....	
SW. ¼ NE. ¼	27	13	11	.....	
SE. ¼ SE. ¼	27	13	11	.....	
NW. ¼ NW. ¼	34	13	11	.....	
E. ½ NW. ¼	30	15	11	.....	
SE. ¼ NE. ¼	4	16	11	.....	
SW. ¼ SE. ¼	6	12	12	.....	
SE. ¼ NW. ¼	22	13	12	.....	
S. ½ NW. ¼	6	15	12	.....	
NW. ¼ SW. ¼	31	15	12	.....	
S. ½ NE. ¼	32	15	12	.....	

830 tracts equal about 33,200. See supplemental list following.

SUPPLEMENTAL.

W. ½ SW	33	11	9	.....	Homestead, Aug. 24, 1893.
SE. NW	35	15	9	.....	Homestead, Dec. 8, 1891.
NE. SW	35	15	9	.....	Do.
SW. NW	36	15	9	.....	Homestead entry 16212, Dec. 30, 1891.
SW. NW	22	17	9	.....	Homestead, Nov. 29 1893.
NE. NE	10	18	9	.....	Homestead, Dec. 8, 1893.
SW. SE	24	19	9	.....	Homestead, Nov. 27, 1888.
N. ½ SW	5	14	10	.....	Homestead, Aug. 24, 1891.
SE. NW	7	15	10	.....	Homestead, Dec. 11, 1893.
E. ½ SW	7	15	10	.....	Do.
NW. SE	7	15	10	.....	Do.
SW. SE	25	12	11	.....	Homestead, Jan. 3, 1887.
SW. NW	1	13	11	.....	Homestead, Nov. 1, 1888.
SE. NE	2	14	11	.....	Homestead, Jan. 30, 1892.
NE. NE	10	14	11	.....	Homestead, Oct. 20, 1888.
E. ½ SE	14	15	11	.....	Homestead, Dec. 5, 1893.
SW. SE	14	15	11	.....	Do.
SE. SE	2	16	11	.....	Homestead, Nov. 19, 1892.
SW. SE	2	16	11	.....	Do.
N. ½ SW	6	16	11	.....	Homestead, Dec. 8, 1891.
SW. NE	12	16	11	.....	F. C., Feb. 12, 1894.
E. ½ NW	35	11	12	.....	Homestead, Feb. 27, 1893.
N. ½ NE	6	12	12	.....	Homestead. Dec. 28, 1891.
W. ½ SW	10	12	12	.....	Homestead, Dec. 8, 1891.
NW. NW	15	12	12	.....	Do.
SW. NW	15	12	12	.....	Do.
W. ½ SW	15	12	12	.....	Do.
NW. NE	21	12	12	.....	Homestead, Jan. 25, 1892.
SW. NW	22	12	12	.....	Homestead, Dec. 15, 1891.
S. ½ NE	28	12	12	.....	Homestead, Sept. 8, 1892.
N. ½ SE	28	12	12	.....	Do.
SW. ¼	33	12	12	.....	Homestead, Dec. 23, 1891.
E. ½ SW	5	15	12	.....	Homestead, Feb. 14, 1893.

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

SUPPLEMENTAL—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NE. SW	18	15	12	.....	Homestead, Dec. 26, 1891.
W. ½ SW	18	15	12	.....	Do.
SE. SW	7	17	12	.....	Homestead, Feb. 23, 1893.
SE. SW	33	18	12	.....	Homestead F. C., Oct. 25, 1893.
NW. NE	4	19	12	.....	Do.
SW. SW	8	11	13	.....	Homestead, Apr. 15, 1893.
NE. SW	22	12	13	.....	Homestead, Nov. 1, 1892.
NE. NW	26	12	13	.....	Homestead, Oct. 24, 1889.
NE. SW	31	12	13	.....	Homestead, Nov. 18, 1892.
W. ½ SW	31	12	13	.....	Do.
E. ½ NW	34	12	13	.....	Homestead, Nov. 1, 1892.
SE. NE	34	12	13	.....	Homestead, F. C., Jan. 30, 1892.
NE. SE	34	12	13	.....	Homestead, Dec. 19, 1892.
W. ½ NW	35	12	13	.....	Homestead, F. C., Jan. 30, 1892.
N. ½ NW	13	12	6	.....	Homestead, Sept. 10, 1889.
SE. NW	13	12	6	.....	Homestead, F. C., Feb. 5, 1894.
NW. NE	13	12	6	.....	Homestead, Sept. 10, 1889.
NE. SW	15	16	6	.....	Homestead, Sept. 5, 1889.
SW. NE	10	18	9	.....	Homestead, 17131, Dec. 5, 1893.
N. ½ SE	32	11	9	.....	Homestead, 16942, Aug. 24, 1893.

Regular list, 830 tracts, equal	acres..	33, 200
Supplemental list, 74 tracts, equal	do....	2, 960
		36, 160

MISCELLANEOUS.

[Vacant lands; selections since March 3, 1857.]

Division K.—Records, vol. 10.		S.	W.	
SE. NW	3	13	13	.....
NE. NE	6	13	13	.....
SE. SE	7	13	13	.....
SW. SE	7	13	13	.....
NW. NW	15	13	13	.....
NW. NE	18	13	13	.....
NE. NE	19	13	13	.....
NW. NE	19	13	13	.....
NE. NW	21	13	13	.....
SE. SE	26	13	13	.....
NE. NW	29	13	13	.....
SE. SW	34	13	13	.....
SW. NE	1	14	13	.....
SW. SE	1	14	13	.....
NE. SW	1	14	13	.....
NW. SE	5	14	13	.....
SE. NW	12	14	13	.....
NE. NE	12	14	13	.....
SE. NE	12	14	13	.....
NE. SE	12	14	13	.....
NW. SE	12	14	13	.....
NE. SW	12	14	13	.....
NE. SW	24	14	13	.....
NE. NE	26	14	13	.....
SE. NE	26	14	13	.....
NE. SW	2	15	13	.....
SE. SW	2	15	13	.....
SE. NW	4	15	13	.....
SE. NE	12	15	13	.....
NW. NW	12	15	13	.....
SW. NW	12	15	13	.....
SW. SE	12	15	13	.....
NE. NE	13	15	13	.....
NW. NE	13	15	13	.....
NE. NW	13	15	13	.....
SE. NW	13	15	13	.....
NW. NW	13	15	13	.....
SW. NW	13	15	13	.....
SE. SE	13	15	13	.....
SW. SE	13	15	13	.....
NE. SW	14	15	13	.....
NE. SW	15	15	13	.....

***List of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.**

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
SE. SE	26	15	13	.....	
SW. SE	26	15	13	.....	
NE. SW	26	15	13	.....	
NW. SW	26	15	13	.....	
SE. SW	26	15	13	.....	
SE. NE	36	15	13	.....	
NW. SW	36	15	13	.....	
NE. SW. and SW. SW	5	16	13	.....	
SE. NW	2	12	14	.....	
NE. NW	7	12	14	.....	
NW. NW	7	12	14	.....	
SE. NW	7	12	14	.....	
SW. NW	7	12	14	.....	
SW. SW	8	12	14	.....	
SE. NE	12	12	14	.....	
NW. SE	23	12	14	.....	
SE. SE	23	12	14	.....	
SE. SE	25	12	14	.....	
NE. NW	26	12	14	.....	
NE. SE	26	12	14	.....	
NW. SE	26	12	14	.....	
NE. NW	27	12	14	.....	
SW. NE	29	12	14	.....	
NW. SE	29	12	14	.....	
NE. SW	29	12	14	.....	
SW. NE	2	13	14	.....	
NW. NE	3	13	14	.....	
SE. NW	4	13	14	.....	
SW. NE	10	13	14	.....	
NW. SE	10	13	14	.....	
SW. SE	10	13	14	.....	
NE. SW	10	13	14	.....	
NW. SW	10	13	14	.....	
SE. SW	10	13	14	.....	
NE. NW	12	13	14	.....	
SE. NW	12	13	14	.....	
NE. NE	13	13	14	.....	
SE. NE	13	13	14	.....	
SE. NE	14	13	14	.....	
NE. SE	14	13	14	.....	
NE. NW	27	13	14	.....	
SE. NW	27	13	14	.....	
NW. SE	27	13	14	.....	
SE. NW	31	13	14	.....	
SW. NW	31	13	14	.....	
NW. SW	31	13	14	.....	
SE. SW	31	13	14	.....	
SW. SW	31	13	14	.....	
SW. SW	32	13	14	.....	
SW. NE	3	14	14	.....	
NW. SW	5	14	14	.....	
SW. NE	11	14	14	.....	
NE. SW	11	14	14	.....	
NW. SE	13	14	14	.....	
SW. SE	13	14	14	.....	
NW. NW	13	14	14	.....	
NW. SE	15	14	14	.....	
SW. SE	15	14	14	.....	
SE. NW	18	14	14	.....	
SE. NW	20	14	14	.....	
SE. NW	25	14	14	.....	
NE. SW	27	14	14	.....	
NW. SW	27	14	14	.....	
SW. NW	27	14	14	.....	
NE. NE	28	14	14	.....	
NW. NE	28	14	14	.....	
SE. NE	36	14	14	.....	
NE. SE	36	14	14	.....	
N. of river N. ½ SW	3	16	14	.....	
NE. NE	4	16	14	.....	
NW. NE	4	16	14	.....	
SE. NE	4	16	14	.....	
SW. NE	4	16	14	.....	
NE. NW	4	16	14	.....	
NW. NW	4	16	14	.....	
SE. NW	4	16	14	.....	

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
SW. NW	4	16	14	.....	
NE. SE	4	16	14	.....	
NW. SE	4	16	14	.....	
NE. SW	4	16	14	.....	
NW. SW	4	16	14	.....	
SE. NW	5	16	14	.....	
SW. NW	5	16	14	.....	
NE. SE	5	16	14	.....	
NW. SE	5	16	14	.....	
NE. SW	5	16	14	.....	
NW. SW	5	16	14	.....	
SE. NE	6	16	14	.....	
SW. NE	6	16	14	.....	
NE. NE	6	16	14	.....	
NE. SE	6	16	14	.....	
NW. SE	6	16	14	.....	
SE. SE	6	16	14	.....	
SW. SE	6	16	14	.....	
SE. NW	6	16	14	.....	
NE. SW	6	16	14	.....	
NE. NE	7	16	14	.....	
SE. SW	7	16	14	.....	
SW. SW	7	16	14	.....	
NE. NE	8	16	14	.....	
NW. NE	8	16	14	.....	
SE. NE	8	16	14	.....	
SW. NE	8	16	14	.....	
NE. NW	8	16	14	.....	
NW. NW	8	16	14	.....	
SE. NW	8	16	14	.....	
SW. NW	8	16	14	.....	
NE. SE	8	16	14	.....	
NW. SE	8	16	14	.....	
SE. SE	8	16	14	.....	
NE. SW	8	16	14	.....	
NW. SE	9	16	14	.....	
NE. SW	9	16	14	.....	
NW. SW	9	16	14	.....	
SE. SW	9	16	14	.....	
SW. SW	9	16	14	.....	
SE. NE	9	16	14	.....	
SW. NE	9	16	14	.....	
SE. NW	9	16	14	.....	
SW. NW	9	16	14	.....	
NE. NE	10	16	14	.....	
NW. NE	10	16	14	.....	
SE. NE	10	16	14	.....	
SW. NE	10	16	14	.....	
SW. NW	10	16	14	.....	
NE. SW	15	16	14	.....	
NW. SW	15	16	14	.....	
SE. SW	15	16	14	.....	
SW. SW	15	16	14	.....	
NW. SE	15	16	14	.....	
SW. SE	15	16	14	.....	
NE. NW	22	16	14	.....	
SE. NW	22	16	14	.....	
NW. SE	7	17	14	.....	
SW. SE	7	17	14	.....	
SE. NE	18	17	14	.....	
NE. SE	18	17	14	.....	
SE. SE	18	17	14	.....	
SW. NE	27	17	14	.....	
SE. NE	27	17	14	.....	
NE. NE	31	11	15	.....	
NW. NE	31	11	15	.....	
NE. NW	25	15	15	.....	
SE. NW	25	15	15	.....	
NE. SW	25	15	15	.....	
SE. SW	25	15	15	.....	
NW. NW	36	15	15	.....	
NE. SW	1	16	15	.....	
NW. SE	1	16	15	.....	
NW. NE	1	16	15	.....	
SW. NE	1	16	15	.....	
Lot 1, NE	2	16	15	.....	

***List of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.**

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
Lot 1, NW	2	16	15	.....	
NE. SW	4	16	15	.....	
NE. SE	4	16	15	.....	
NW. SE	4	16	15	.....	
Lot 1, N. E	5	16	15	.....	
NW. SE	5	16	15	.....	
NE. SW	5	16	15	.....	
NE. NW	6	16	15	.....	
NW. NW	6	16	15	.....	
SE. NW	6	16	15	.....	
SW. NW	6	16	15	.....	
NE. SW	6	16	15	.....	
SE. SW	6	16	15	.....	
NW. SE	14	16	15	.....	
SE. SW	14	16	15	.....	
NE. SE	2	17	15	.....	
SE. NE	4	18	15	.....	
SE. SE	5	18	15	.....	
NW. NE	17	18	15	.....	
SE. NW	17	18	15	.....	
NW. SE	22	18	15	.....	
SE. SE	22	18	15	.....	
NE. SW	22	18	15	.....	
NE. SW	28	18	15	.....	
NW. SW	28	18	15	.....	
NW. SE	2	11	16	.....	
NE. NE	7	11	16	.....	
NW. NE	7	11	16	.....	
SE. NE	7	11	16	.....	
SW. NE	7	11	16	.....	
SE. SE	7	11	16	.....	
SE. NW	10	11	16	.....	
SW. NW	10	11	16	.....	
SW. NE	10	11	16	.....	
NW. SW	10	11	16	.....	
NE. NE	19	11	16	.....	
SE. NE	19	11	16	.....	
NE. SE	19	11	16	.....	
NW. SE	19	11	16	.....	
SE. SE	19	11	16	.....	
SE. NW	20	11	16	.....	
SW. NW	20	11	16	.....	
NW. SW	20	11	16	.....	
SW. SE	24	13	16	.....	
SE. NW	1	14	16	.....	
SW. NW	1	14	16	.....	
NW. SW	1	14	16	.....	
SE. SW	1	14	16	.....	
SW. SW	1	14	16	.....	
NW. SE	1	14	16	.....	
SW. SE	1	14	16	.....	
NE. NE	2	14	16	.....	
SE. NE	2	14	16	.....	
NE. SE	2	14	16	.....	
E. of river, SE. SE	5	14	16	.....	
E. of river, SW. SE	5	14	16	.....	
SE. SW	11	14	16	.....	
NE. SW	12	14	16	.....	
SE. SW	12	14	16	.....	
SW. SW	12	14	16	.....	
NW. NW	14	14	16	.....	
NE. NE	15	14	16	.....	
NW. NE	15	14	16	.....	
SE. NW	15	14	16	.....	
SE. SE	15	14	16	.....	
SW. SW	15	14	16	.....	
NE. NE	22	14	16	.....	
NW. NE	22	14	16	.....	
SE. NE	22	14	16	.....	
SE. NE	23	14	16	.....	
SW. NE	23	14	16	.....	
SE. NW	23	14	16	.....	
SW. NW	23	14	16	.....	
NE. SE	23	14	16	.....	
SE. NW	24	14	16	.....	
SW. NW	24	14	16	.....	

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10 - Cont'd.		S.	W.		
NE. SW	24	14	16	.....	
NW. SW	24	14	16	.....	
SE. SE	5	16	16	.....	
NW. SE	11	16	16	.....	
NE. SW	12	16	16	.....	
NW. SE	14	16	16	.....	
SW. SE	14	16	16	.....	
SW. SE	15	16	16	.....	
SW. NE	17	16	16	.....	
SW. NE	9	16	16	.....	
NW. NE	23	16	16	.....	
NE. SE	27	16	16	.....	
NW. SE	34	16	16	.....	
NE. SW	35	16	16	.....	
SW. NW	3	17	16	.....	
SW. SW	10	17	16	.....	
NW. NE	3	18	16	.....	
SE. NW	4	18	16	.....	
SW. NW	7	18	16	.....	
SE. NW	7	18	16	.....	
NE. SW	7	18	16	.....	
NW. SW	7	18	16	.....	
NW. SE	7	18	16	.....	
SE. NW	8	18	16	.....	
SW. NW	8	18	16	.....	
NW. SW	8	18	16	.....	
NW. SE	8	18	16	.....	
SE. SW	10	18	16	.....	
SE. NE	17	18	16	.....	
SW. NE	17	18	16	.....	
NE. SE	17	18	16	.....	
SW. NE	20	18	16	.....	
NE. SW	21	18	16	.....	
SE. SW	21	18	16	.....	
NW. SE	21	18	16	.....	
SW. SE	21	18	16	.....	
SW. NE	22	18	16	.....	
NE. SE	22	18	16	.....	
NW. NE	5	19	16	.....	
SW. NE	5	19	16	.....	
NE. NW	7	19	16	.....	
SW. NE	9	19	16	.....	
NE. SW	9	19	16	.....	
NW. SE	9	19	16	.....	
SE. SE	9	19	16	.....	
NE. SW	13	19	16	.....	
SE. SW	13	19	16	.....	
W. ½ NE. and NE. N. W	24	19	16	.....	
NW. SE	17	17	17	.....	
SW. SE	32	17	17	.....	
NW. NE	5	18	17	.....	
SW. NE	5	18	17	.....	
SW. NE	14	18	17	.....	
NW. NE	31	18	17	.....	
SW. NE	31	18	17	.....	
Lot 4, NW	31	18	17	.....	
Lot 1, SW	31	18	17	.....	
NW. NE	7	19	17	.....	
SW. NE	7	19	17	.....	
Lot 1, SW	7	19	17	.....	
Lot 2, SW	7	19	17	.....	
SW. SE	7	19	17	.....	
SW. NE	18	19	17	.....	
Lot 1, NW	18	19	17	.....	
NE. NW	22	19	17	.....	
SE. NE	29	19	17	.....	
SW. NE	29	19	17	.....	
NE. SE	29	19	17	.....	
NW. SE	29	19	17	.....	
SE. SE	29	19	17	.....	
NE. NE	30	19	17	.....	
SE. NE	30	19	17	.....	
SW. NE	31	19	17	.....	
NW. SE	31	19	17	.....	
SW. NE	33	19	17	.....	
NE. SW	34	19	17	.....	

***List** of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
SE. SW	34	19	17		
NE. SE	4	20	17		
NW. SE	4	20	17		
SE. NW	5	20	17		
Lot 7, NW	6	20	17		
Lot 8, NW	6	20	17		
NE. NW	6	19	18		
NE. SE	12	18	18		
SE. NW	6	19	18		
NE. SE	6	19	18		
SE. NW	19	19	18		
SW. NW	19	19	18		
SE. NE	20	19	18		
SW. NW	22	19	18		
NE. SW	22	19	18		
SE. SW	22	19	18		
SW. SW	22	19	18		
NW. SW	25	19	18		
SW. NE	26	19	18		
NE. SE	26	19	18		
NW. SE	26	19	18		
SE. SE	26	19	18		
SW. SE	26	19	18		
NE. SW	26	19	18		
NW. SW	26	19	18		
SE. SW	26	19	18		
SW. SW	26	19	18		
SE. NE	27	19	18		
SW. NW	27	19	18		
NE. NW	27	19	18		
NW. NW	27	19	18		
NW. SW	27	19	18		
NW. SE	27	19	18		
NE. SE	27	19	18		
NE. NW	31	19	18		
SE. NW	31	19	18		
NE. SW	31	19	18		
SE. SW	31	19	18		
NW. SE	31	19	18		
SW. SE	31	19	18		
S. ½ SE. and S. ½ SW	21	19	18		
NE. NE	35	19	18		
NW. NE	35	19	18		
SE. NE	35	19	18		
SW. NE	35	19	18		
NE. NW	35	19	18		
NW. NW	35	19	18		
NE. SE	35	19	18		
SE. NW	36	19	18		
SW. NW	36	19	18		
NE. SW	36	19	18		
NW. SW	36	19	18		
NE. NE	1	20	18		
NW. NE	1	20	18		
SE. NE	1	20	18		
NE. SE	1	20	18		
NW. SE. and NE. SW	5	20	18		
NE. NW	20	11	19		
SE. NW	20	11	19		
SW. NW	13	19	19		
SE. NE	21	19	19		
SW. NE	21	19	19		
NE. NW	21	19	19		
SE. NW	21	19	19		
NE. SW	21	19	19		
NW. SW	21	19	19		
SE. SW	21	19	19		
SW. SE	21	19	19		
SE. NE	25	19	19		
NE. NW	17	18	16		
NW. SE	34	19	17		
SE. SE	34	19	17		
SW. SE	34	19	17		
SE. SE	12	18	18		
SE. SE	4	19	19		
SW. SW	21	19	19		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
SW. SW	23	19	19	.....	
NW. NE	1	16	13	.....	
SW. NE	1	16	13	.....	
NE. SE	1	16	13	.....	
SE. SE	1	16	13	.....	
NE. NW	1	16	13	.....	
NW. NW	1	16	13	.....	
SE. NW	1	16	13	.....	
NE. NE	2	16	13	.....	
NW. NE	2	16	13	.....	
SE. NE	2	16	13	.....	
SW. NE	2	16	13	.....	
NE. NW	2	16	13	.....	
NW. NW	2	16	13	.....	
SE. NW	2	16	13	.....	
SW. NW	2	16	13	.....	
NE. SE	2	16	13	.....	
NW. SE	2	16	13	.....	
NE. SW	2	16	13	.....	
NW. SW	2	16	13	.....	
NE. NE	3	16	13	.....	
NW. NE	3	16	13	.....	
SE. NE	3	16	13	.....	
SW. NE	3	16	13	.....	
NE. NW	3	16	13	.....	
NW. NW	3	16	13	.....	
NE. SE	3	16	13	.....	
NW. SE	3	16	13	.....	
NE. NE	4	16	13	.....	
NW. NE	4	16	13	.....	
NE. NW	4	16	13	.....	
NW. NW	4	16	13	.....	
SE. NW	4	16	13	.....	
SW. NW	4	16	13	.....	
NW. SW	4	16	13	.....	
SW. SW	4	16	13	.....	
NE. NE	5	16	13	.....	
NW. NE	5	16	13	.....	
SE. NE	5	16	13	.....	
NE. SE	5	16	13	.....	
NW. SE	5	16	13	.....	
SE. SE	5	18	13	.....	
SW. SE	5	16	13	.....	
NE. NE	6	16	13	.....	
SW. NE	6	16	13	.....	
NW. SE	6	16	13	.....	
SE. SE	6	16	13	.....	
SW. SE	7	16	13	.....	
NE. NE	8	16	13	.....	
SE. NE	8	16	13	.....	
SW. NE	8	16	13	.....	
SE. NW	8	16	13	.....	
NE. NE	9	16	13	.....	
SE. NE	9	16	13	.....	
NW. NW	9	16	13	.....	
SW. NW	9	16	13	.....	
NE. SE	9	16	13	.....	
SE. SE	9	16	13	.....	
NW. SW	9	16	13	.....	
SW. SW	9	16	13	.....	
NW. NW	10	16	13	.....	
SW. NW	10	16	13	.....	
NW. SE	10	16	13	.....	
SW. SE	10	16	13	.....	
NE. SE	11	16	13	.....	
SE. NE	13	16	13	.....	
NE. SE	13	16	13	.....	
SE. SE	13	16	13	.....	
NE. NE	18	16	13	.....	
NW. NE	18	16	13	.....	
NE. SE	18	16	13	.....	
NW. SE	18	16	13	.....	
NW. SE	21	16	13	.....	
SW. SE	21	16	13	.....	
NE SW	21	16	13	.....	
SE. SW	21	16	13	.....	

List of lands claimed as swamp land in place, but the character of which has not been determined--Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
NW. SE	24	16	13		
NE. SW	24	16	13		
NW. SW	24	16	13		
SE. NE	25	16	13		
SW. NE	25	16	13		
SW. NE	26	16	13		
SE. NW	26	16	13		
NW. SE	26	16	13		
NE. SW	26	16	13		
SW. SE	33	16	13		
SE. NW	35	16	13		
NE. SW	36	16	13		
SE. NW	1	15	14		
NW. SE	1	15	14		
SE. SW	2	15	14		
NE. NE	9	15	14		
NW. NE	9	15	14		
SW. NE	9	15	14		
NW. NE	10	15	14		
SW. NE	10	15	14		
NW. SE	10	15	14		
NE. SW	10	15	14		
NE. NE	11	15	14		
NW. NE	11	15	14		
SE. NE	11	15	14		
SW. NE	11	15	14		
NW. NE	12	15	14		
SW. NE	12	15	14		
NW. NW	24	15	14		
SE. NW	24	15	14		
SW. NW	24	15	14		
SW. NE	27	15	14		
SE. NW	27	15	14		
SW. NW	27	15	14		
NW. SE	27	15	14		
NE. SW	27	15	14		
NW. SW	27	15	14		
NE. NE	28	15	14		
SE. NE	28	15	14		
NE. SE	28	15	14		
SE. SE	28	15	14		
SW. ¼ SE. ¼	17	14	13		
SE. ¼ SW. ¼	18	14	13		
NW. ¼ SW. ¼	14	17	13		
NW. ¼ NW. ¼	19	13	14		
NW. ¼ NW. ¼	1	16	14		
R. B. R., W. frl. pt. SE. ¼	3	16	14		
SE ¼ SE. ¼	5	16	14		
SW. ¼ SE. ¼	5	16	14		
S. ½ SW. ¼	5	16	14		
S. ½ NE. ¼	32	16	14		
NW. ¼ SE. ¼	32	16	14		
SW. ¼ NE. ¼	8	19	14		
SW. ¼ SE. ¼	18	19	14		
SW. ¼ NW. ¼	20	19	14		
NE. ¼ SW. ¼	22	19	14		
SE. ¼ SW. ¼	28	19	14		
SW. ¼ SW. ¼	28	19	14		
E. ½ SE. ¼	32	19	14		
NW. ¼ NE. ¼	32	19	14		
SE. ¼ NW. ¼	33	19	14		
NW. ¼ SE. ¼	33	19	14		
Frl. W. ½	3	20	14		
Frl. E. ½	4	20	14		
Frl. W. ½	4	20	14		
W. ½ NE. ¼	1	11	15		
SE. ¼ NW. ¼	2	11	15		
NE. ¼ SW. ¼	32	11	15		
SE. ¼ SE. ¼	32	11	15		
SE. ¼ NE. ¼	15	12	15		
NE. ¼ SE. ¼	15	12	15		
SW. ¼ SE. ¼	31	12	15		
SW. ¼ NE. ¼	4	13	15		
SW. ¼ NW. ¼	8	13	15		
NW. ¼ SW. ¼	32	14	15		
N. of R., S. frl. ½	7	15	15		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
R. B. R., W. ½, NE. frl. ¼	22	15	15		
L. B. R. N., frl. pt	27	15	15		
Lot 2, NE. ¼	2	16	15		
Lot 5, NE. ¼	2	16	15		
Lot 3, NW. ¼	2	16	15		
Lot 4, N. W. ¼	2	16	15		
Lot 5, NE. ¼	3	16	15		
Lot 2, NE. ¼	4	16	15		
NE. ¼ NE. ¼	17	18	16		
N. ½ NW. ¼	17	18	16		
SW. ¼ SW. ¼	17	18	16		
NW. ¼ SW. ¼	22	19	17		
NW. ¼ SE. ¼	34	19	17		
S. ½ SE. ¼	34	19	17		
SE. ¼ SE. ¼	12	18	18		
NW. ¼ NW. ¼	13	19	19		
NW. ¼ NW. ¼	21	19	19		
SW. ¼ SW. ¼	21	19	19		
NE. ¼ NE. ¼	27	19	19		
W. ½ NE. ¼	1	16	13		
E. ½ SE. ¼	1	16	13		
N. ½ NW. ¼	1	16	13		
SE. ¼ NW. ¼	1	16	13		
NE. ¼	2	16	13		
NW. ¼	2	16	13		
N. ½ SE. ¼	2	16	13		
N. ½ SW. ¼	2	16	13		
NE. ¼	3	16	13		
N. ½ NW. ¼	3	16	13		
N. ½ SE. ¼	3	16	13		
N. ½ NE. ¼	4	16	13		
N. ½ NW. ¼	4	16	13		
SE. ¼ NW. ¼	4	16	13		
W. ½ SW. ¼	4	16	13		
NE. ¼ NE. ¼	5	16	13		
NW. ¼ NE. ¼	5	16	13		
SE. ¼ NE. ¼	5	16	13		
SW. ¼ NW. ¼	5	16	13		
SE. ¼	5	16	13		
NE. ¼ SW. ¼	5	16	13		
SW. ¼ SW. ¼	5	16	13		
NE. ¼ NE. ¼	6	16	13		
SW. ¼ NE. ¼	6	16	13		
NW. ¼ SE. ¼	6	16	13		
SE. ¼ SE. ¼	6	16	13		
SW. ¼ SE. ¼	7	16	13		
NE. ¼ NE. ¼	8	16	13		
S. ½ NE. ¼	8	16	13		
SE. ¼ NW. ¼	8	16	13		
E. ½ NE. ¼	9	16	13		
W. ½ NW. ¼	9	16	13		
E. ½ SE. ¼	9	16	13		
W. ½ SW. ¼	9	16	13		
W. ½ NW. ¼	10	16	13		
W. ½ SE. ¼	10	16	13		
NE. ¼ SE. ¼	11	16	13		
SE. ¼ NE. ¼	13	16	13		
E. ½ SE. ¼	13	16	13		
N. ½ NE. ¼	18	16	13		
W. ½ SE. ¼	21	16	13		
NE. ¼ SW. ¼	21	16	13		
SE. ¼ SW. ¼	21	16	13		
NW. ¼ SE. ¼	24	16	13		
N. ½ SW. ¼	24	16	13		
S. ½ NE. ¼	25	16	13		
SW. ¼ NE. ¼	26	16	13		
SE. ¼ NW. ¼	26	16	13		
NW. ¼ SE. ¼	26	16	13		
NE. ¼ SW. ¼	26	16	13		
W. of R., SW. ¼ SE. ¼	33	16	13		
SE. ¼ NW. ¼	35	16	13		
NE. ¼ SW. ¼	36	16	13		
SE. ¼ NW. ¼	1	15	14		
NW. ¼ SE. ¼	1	15	14		
SE. ¼ SW. ¼	2	15	14		
NE. ¼ NE. ¼	9	15	14		
W. ½ NE. ¼	9	15	14		

***List of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.**

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
***Division K.*—*Records, vol.10*—Cont'd.**		S.	W.		
N. ½ NW. ¼	9	15	14		
SE. ¼ NW. ¼	9	15	14		
NW. ¼ NE. ¼	10	15	14		
SW. ¼ NE. ¼	10	15	14		
NW. ¼ SE. ¼	10	15	14		
NE. ¼ SW. ¼	10	15	14		
NE. ¼	11	15	14		
NE. ¼ NW. ¼	11	15	14		
W. ½ NE. ¼	12	15	14		
NW. ¼ NW. ¼	24	15	14		
S. ½ NW. ¼	24	15	14		
SW. ¼ NE. ¼	27	15	14		
S. ½ NW. ¼	27	15	14		
NW. ¼ SE. ¼	27	15	14		
N. ½ SW. ¼	27	15	14		
E. ½ NE. ¼	28	15	14		
E. ½ SE. ¼	28	15	14		
E. ½ NE. ¼	29	15	14		
NE. ¼ SE. ¼	29	15	14		
S. ½ SE. ¼	29	15	14		
SW. ¼ NE. ¼	1	16	14		
S. ½ NW. ¼	1	16	14		
NW. ¼ SE. ¼	1	16	14		
SW. ¼	1	16	14		
NE. ¼ NE. ¼	2	16	14		
S. ½ NE. ¼	2	16	14		
NW. ¼ NW. ¼	2	16	14		
S. ½ NW. ¼	2	16	14		
SE. ¼	2	16	14		
N. ½ SW. ¼	2	16	14		
SW. ¼ SW. ¼	2	16	14		
NE. ¼ NE. ¼	3	16	14		
S. ½ NE. ¼	3	16	14		
NW. ¼ NW. ¼	3	16	14		
S. ½ NW. ¼	3	16	14		
SE. frl. ¼	3	16	14		
NE. ¼	11	16	14		
NW. ¼ NW. ¼	11	16	14		
S. ½ NW. ¼	11	16	14		
NE. ¼ SE. ¼	11	16	14		
NW. ¼ SE. ¼	11	16	14		
N. ½ SW. ¼	11	16	14		
W. ½ NE. ¼	12	16	14		
SE. ¼ NW. ¼	12	16	14		
NW. ¼ SE. ¼	12	16	14		
NW. ¼ SW. ¼	12	16	14		
NW. ¼ SE. ¼	13	16	14		
SW. ¼ SE. ¼	2	11	15		
NE. ¼ SW. ¼	10	11	15		
NW. ¼ NW. ¼	12	11	15		
NW. ¼ NE. ¼	12	11	15		
N. ½ NE. ¼	15	11	15		
SW. ¼ NE. ¼	15	11	15		
E. ½ SE. ¼	15	11	15		
SE. ¼ NE. ¼	21	11	15		
SW. ¼ NW. ¼	22	11	15		
NW. ¼ SE. ¼	22	11	15		
NE. ¼ SW. ¼	11	13	15		
SE. ¼ NW. ¼	31	13	15		
SW. ¼ NE. ¼	1	14	15		
SE. ¼ NW. ¼	1	14	15		
NW. ¼ SE. ¼	1	14	15		
SE. ¼ SE. ¼	1	14	15		
SE. ¼ SW. ¼	1	14	15		
SE. NE. ¼	2	14	15		
NW. ¼ NW. ¼	2	14	15		
SE. ¼ NW. ¼	2	14	15		
NW. ¼ SE. ¼	2	14	15		
NE. ¼ SW. ¼	2	14	15		
SW. ¼ NE. ¼	3	14	15		
SE. ¼ SE. ¼	3	14	15		
NE. ¼ SW. ¼	7	14	15		
SW. ¼ SW. ¼	7	14	15		
NE. ¼ SW. ¼	35	14	15		
NW. ¼ NW. ¼	1	15	15		
SE. ¼ NW. ¼	3	15	15		
S. ½ SW. ¼	3	15	15		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Divison K.—Records, vol. 10—Cont'd.		S.	W.		
SE. ¼ SE. ¼	4	15	15		
NE. ¼ NE. ¼	5	15	15		
SW. ¼ NE. ¼	5	15	15		
NE. ¼ SE. ¼	5	15	15		
NE. ¼ SW. ¼	5	15	15		
S. ½ SW. ¼	5	15	15		
NE. ¼ NE. ¼	6	15	15		
SW. ¼ NE. ¼	6	15	15		
SE. ¼ NW ¼	6	15	15		
NW. ¼ SE. ¼	6	15	15		
S. ½ SE. ¼	6	15	15		
NE. ¼	7	15	15		
SE. ¼ NW. ¼	7	15	15		
NW. ¼ NE. ¼	8	15	15		
S. ½ NE. ¼	8	15	15		
NW. ¼	8	15	15		
N. of R., N. frl. ½ SE. ¼	8	15	15		
S. of R., S. frl. ½ SE. ¼	8	15	15		
N. of R., N. frl. ½ of SW. ¼	8	15	15		
SW. ¼ NE. ¼	9	15	15		
NW. ¼ NW. ¼	9	15	15		
S. ½ NW. ¼	9	15	15		
N. of R., SE. ¼ SE. ¼	9	15	15		
S. of R., SW. ¼ SE. ¼	9	15	15		
S. of R., N. ½ SW. fr. ¼	9	15	15		
NE. ¼ NE. ¼	10	15	15		
SW. ¼ NE. ¼	10	15	15		
N. ½ NW. ¼	10	15	15		
SE. ¼ NW. ¼	10	15	15		
SE. ¼	10	15	15		
NE. ¼ SW. ¼	10	15	15		
S. ½ SW. ¼	10	15	15		
SW. ¼ NE. ¼	12	15	15		
SE. ¼ NW. ¼	12	15	15		
SE. ¼ SE. ¼	12	15	15		
NW. ¼ SW. ¼	12	15	15		
NE. ¼ NE. ¼	13	15	15		
SW. ¼ NE. ¼	13	15	15		
SE. ¼ NW. ¼	13	15	15		
NW. ¼ SE. ¼	13	15	15		
SE. ¼ SE. ¼	13	15	15		
NE. ¼ SW. ¼	13	15	15		
SW. ¼ NE. ¼	14	15	15		
SE. ¼ NW. ¼	14	15	15		
NW. ¼ SE. ¼	14	15	15		
W. ½ SW. ¼	14	15	15		
NE. ¼ NE. ¼	15	15	15		
NE. ¼ SE. frl. ¼	15	15	15		
E. of R., NE. ¼ NW. ¼	15	15	15		
NE. ¼ NE. ¼	21	15	15		
W. ½ NE. ¼	21	15	15		
N. ½ NW. ¼	21	15	15		
SE. ¼ NW. ¼	21	15	15		
NW. ¼ SE. ¼	21	15	15		
S. ½ SE. ¼	21	15	15		
NE. ¼ SW. ¼	21	15	15		
NW. ¼ NW. ¼	22	15	15		
Both sides of R., S. frl. ½ NW. ¼	22	15	15		
NW. ¼ NW. ¼	23	15	15		
NE. ¼ NE. ¼	24	15	15		
SW. ¼ NE. ¼	24	15	15		
N. ½ NW. ¼	24	15	15		
S. frl. ½ NW. ¼	24	15	15		
S. of R., N. frl. ½ NW. ¼	27	15	15		
SW. ¼ SE. ¼	22	15	16		
NW. ¼ NE. ¼	27	15	16		
SW. ¼ NE. ¼	27	15	16		
SE. ¼	29	15	17		
E. ½ SW. ¼	26	15	18		
S. ½ SW. ¼	3	15	19		
N. ½ SE. ¼	4	15	19		
S. ½ SE. ¼	21	11	20		
N. ½ SW. ¼	22	11	20		
SW. ¼ SW. ¼	22	11	20		

844 tracts equal about 33,760 acres.

***List of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.**

MISCELLANEOUS—Continued.

[Swamp-land in place claim.—Supplemental.]

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
		S.	W.		
SE. NW. and NE. SW	23	13	13	.....	Homestead, Mar. 3, 1894.
SE	36	15	13	.....	Homestead, Jan. 16, 1894.
SE. NE. and NE. SE	15	17	13	.....	Homestead, Jan. 28, 1891.
SW. NE	12	18	13	.....	Homestead, Oct. 17, 1888.
E. ½ SW	22	19	13	.....	Homestead, Dec. 12, 1891.
NE. SW	7	11	14	.....	Homestead, May 2, 1893.
SE. NW. and NE. SW	23	11	14	.....	Homestead, Feb. 27, 1891.
SE. NE	27	11	14	.....	Sold Jan. 18, 1890.
SE. NE	3	15	14	.....	Homestead, Jan. 12, 1892.
NE. SW	3	15	14	.....	Homestead, Feb. 8, 1893.
NW	12	15	14	.....	Homestead, Oct. 11, 1892.
S. ½ NE	18	16	14	.....	Homestead, Dec. 26, 1893.
SW. ¼ SW	19	18	14	.....	Homestead, Sept. 29, 1894.
NE. SE	32	18	14	.....	Homestead, Jan. 30, 1889.
NE. NW	6	19	14	.....	Homestead, Nov. 8, 1892.
SE. SW	6	19	14	.....	Do.
SE. SE	18	19	14	.....	Homestead, July 3, 1889.
E. ½ NE	19	19	14	.....	Do.
W. ½ SW	20	19	14	.....	Homestead, Dec. 10, 1890.
S. ½ SW	33	19	14	.....	Homestead, Feb. 16, 1891.
NE. NW	2	11	15	.....	Homestead, June 16, 1891.
W. ½ SE. and E. ½ SW	11	11	15	.....	Homestead, Dec. 27, 1893.
W. ½ NE	14	11	15	.....	Homestead F. C. 6189.
SE. SE	33	11	15	.....	Homestead, Feb. 5, 1893.
SW. NE. and NW. SE	7	12	15	.....	Homestead, April 3, 1891.
W. ½ SW	32	12	15	.....	Homestead F. C., July 27, 1894.
SW. NE	22	13	15	.....	Homestead, Dec, 10, 1891.
N. ½ NE	29	13	15	.....	Homestead, Dec. 8, 1891.
SW. NE	6	14	15	.....	Homestead, Dec. 9, 1892.
NW. NW	6	14	15	.....	Homestead, Dec. 28, 1891.
SW. NE	9	11	15	.....	Homestead, Mar. 24, 1892.
SW. NE	10	14	15	.....	Homestead, May 30, 1890.
NW. SE	3	15	15	.....	Homestead, Jan. 1, 1894.
SW. SE. and NE. SW	3	15	15	.....	Do.
SW. NE. and SE. NW	11	15	15	.....	Homestead, Dec. 1, 1893.
NE. SW	11	15	15	.....	Do.
SE. SE	26	15	15	.....	Homestead, Nov. 27, 1891.
Lots 1 and 3 NW	1	16	15	.....	Homestead, April 8, 1893.
SE. SW	22	15	16	.....	Homestead, Jan. 26, 1891.
SW. NE. and S. ½ NW	23	16	16	.....	Homestead, June 12, 1894.
NE. NE	35	19	17	.....	Homestead, Sept. 4, 1894.
NE. NE	2	20	17	.....	Homestead, Mar. 19, 1894.
S. ½ NE	2	20	17	.....	Homestead, Mar. 17, 1894.

Previous list, 844 tracts equals	acres..	33,760
Supplemental list 70, tracts equal	do....	2,800
Total		36,560

[Vacant lands.—Selections since March 3, 1857.]

Division K.—Records, vol. 11.		S.	W.	
E. of River SE. ¼	22	9	18	.....
SW. ¼ NW. ¼	8	10	18	.....
SW. ¼ NE. ¼	14	10	18	.....
NW. ¼ SE. ¼	14	10	18	.....
NE. ¼ SW. ¼	14	10	18	.....
SE. ¼ NW. ¼	14	10	18	.....
NE. ¼ NW. ¼	4	1	21	.....
NW. ¼ NW. ¼	4	1	21	.....
NE. ¼ NW. ¼	6	1	21	.....
SE. ¼ NE. ¼	8	8	21	.....
SW. ¼ NE. ¼	8	8	21	.....
NW. ¼ NE. ¼	3	17	21	.....
NW. ¼ SE. ¼	11	14	22	.....
SW. ¼ SE. ¼	11	14	22	.....
NW. ¼ SE. ¼	14	14	22	.....
NE. ¼ SW. ¼	35	14	22	.....
SE. ¼ SW. ¼	35	14	22	.....
NW. ¼ SW. ¼	17	16	22	.....

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 11—Cont'd.		S.	W.		
SW. ¼ SW. ¼	17	16	22	.....	
NE. ¼ NE. ¼	25	1	23	.....	
NE. ¼ NW. ¼	25	1	23	.....	
SW. ¼ NE. ¼	3	12	25	.....	
NW. ¼ NE. ¼	3	12	25	.....	
SE ¼ SE. ¼	13	12	25	.....	
NW. ¼ NE. ¼	32	13	29	.....	
NW. ¼ NE. ¼	19	10	30	.....	
SW. ¼ NE. ¼	19	10	30	.....	
W. ½ SE. ¼	18	10	30	.....	
NE. ¼ NE. ¼	5	11	30	.....	
NW. ¼ NE. ¼	5	11	30	.....	
SE. ¼ NE. ¼	5	11	30	.....	
SW. ¼ NE. ¼	5	11	30	.....	
NE. ¼ NW. ¼	5	11	30	.....	
NW. ¼ NW. ¼	5	11	30	.....	
SE. ¼ NW. ¼	5	11	30	.....	
SW. ¼ NW. ¼	5	11	30	.....	
NE. ¼ NW. ¼	6	11	30	.....	
SE. ¼ NW. ¼	6	11	30	.....	
NE. ¼ SW. ¼	6	11	30	.....	
NE. ¼ NE. ¼	6	11	30	.....	
NW. ¼ NE. ¼	6	11	30	.....	
SE. ¼ NE. ¼	6	11	30	.....	
NE. ¼ SE. ¼	6	11	30	.....	
SE. ¼ SE. ¼	6	11	30	.....	
NE. ¼ SE. ¼	20	11	30	.....	
SE. ¼ SE. ¼	20	11	30	.....	
NE. ¼ NW. ¼	25	11	30	.....	
NW. ¼ NW. ¼	25	11	30	.....	
SE. ¼ NW. ¼	25	11	30	.....	
SW. ¼ NE. ¼	26	11	30	.....	
NW. ¼ NE. ¼	26	11	30	.....	
NE. ¼ SW. ¼	26	11	30	.....	
NW. ¼ SW. ¼	26	11	30	.....	
SW. ¼ SW. ¼	26	11	30	.....	
NE. ¼ SW. ¼	27	11	30	.....	
NW. ¼ SW. ¼	27	11	30	.....	
NE. ¼ SE. ¼	27	11	30	.....	
NW. ¼ SE. ¼	27	11	30	.....	
NE. ¼ SW. ¼	27	10	31	.....	
NW. ¼ SW. ¼	27	10	31	.....	
SW. ¼ NE. ¼	27	10	31	.....	
SE. ¼ NW. ¼	27	10	31	.....	
SW. ¼ NW. ¼	27	10	31	.....	
NE. ¼ SW. ¼	32	9	32	.....	
SE. ¼ SW. ¼	32	9	32	.....	
NE. ¼ NW. ¼	5	10	32	.....	
NW. ¼ NW. ¼	5	10	32	.....	
SE. ¼ NW. ¼	5	10	32	.....	
SW. ¼ NW. ¼	5	10	32	.....	
SW. ¼ SW. ¼	15	10	32	.....	
NW. ¼ SE. ¼	21	10	32	.....	
SW. ¼ SE. ¼	21	10	32	.....	
S. ½ SW. ¼	29	10	32	.....	
NE. ¼ NW. ¼	32	10	32	.....	
NE. ¼ NE. ¼	18	14	25	.....	
SE. ¼ NE. ¼	18	14	25	.....	
NW. ¼ NE. ¼	18	14	25	.....	

[Supplemental.]

SE. ¼	26	8	18	.....	Homestead, Dec. 5, 1890.
SE. ¼ NW. ¼	1	15	22	.....	Homestead, F. C., Dec. 21, 1893.
NE. ¼ SW. ¼	2	15	22	.....	Homestead, Nov. 17, 1890.
NW. ¼ SE. ¼	2	12	25	.....	Homestead, Nov. 17, 1892.
NW. ¼ NE. ¼ and NE. ¼ NW. ¼	8	14	25	.....	Homestead, Aug. 19, 1890.
S. ½ NW. ¼ and N. ½ SW. ¼	2	15	25	.....	Homestead, July 25, 1889.
SW. ¼ NW. ¼	32	11	27	.....	Homestead, Oct. 26, 1893.
S. ½ SW. ¼	26	12	28	.....	Homestead, Sept. 11, 1892.
SW. ¼ NE. ¼	25	10	31	.....	Homestead, Feb. 18, 1893.
NW. ¼ NW. ¼	30	10	30	.....	Homestead, Feb. 5, 1894.
S. ½ NW. ¼ and N. ½ SW. ¼	17	9	32	.....	Homestead, F. C., Dec. 31, 1894.

103 tracts equal about 4,120 acres.

***List of lands claimed as swamp land in place, but the character of which has not been determined*—Continued.**

MISCELLANEOUS—Continued.

[Vacant lands; selections since March 3, 1857.]

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 12.		S.	W.		
NE. ¼	6	15	23		
NW. ¼	6	15	23		
S. ½	6	15	23		
SW. ¼ NE. ¼	8	15	23		
NW. ¼ SE. ¼	8	15	23		
N. ½ SE. ¼	6	16	23		
SW. ¼ NE. ¼	7	16	23		
NW. ¼ SE. ¼	7	16	23		
NW. ¼ SE. ¼	17	16	23		
S. ½ SE. ¼	17	16	23		
N. ½ NE. ¼	20	16	23		
SW. ¼ NE. ¼	20	16	23		
NE. ¼ SW. ¼	31	16	23		
SW. ¼ NE. ¼	5	17	23		
SW. ¼ NE. ¼	6	17	23		
NE. ¼ SW. ¼	6	17	23		
SE. ¼ NW. ¼	17	17	23		
SW. ¼ NE. ¼	17	17	23		
NE. ¼ SW. ¼	17	17	23		
NW. ¼ SE. ¼	17	17	23		
NW. ¼ NE. ¼	20	17	23		
SE. ¼ NW. ¼	20	17	23		
NE. ¼ SW. ¼	20	17	23		
NW. ¼ SE. ¼	20	17	23		
SE. ¼ SE. ¼	20	17	23		
W. ½ SE. ¼	21	17	23		
SW. ¼ SW. ¼	21	17	23		
NW. ¼ NW. ¼	28	17	23		
NW. ¼ NE. ¼	28	17	23		
NE. ¼ NW. ¼	28	17	23		
NW. ¼ SE. ¼	29	17	23		
SW. ¼ NE. ¼	32	17	23		
SE. ¼ NW. ¼	32	17	23		
NW. ¼ SE. ¼	32	17	23		
SW. ¼ NE. ¼	33	17	23		
SE. ¼ NW. ¼	33	17	23		
NE. ¼ SW. ¼	33	17	23		
NW. ¼ SE. ¼	33	17	23		
NE. ¼ NW. ¼	8	15	24		
NE. ¼ NW. ¼	8	15	24		
SE. ¼ NW. ¼	8	15	24		
N. ½ NE. ¼	8	15	24		
S. ½ NE. ¼	8	15	24		
NE. ¼ SE. ¼	8	15	24		
SE. ¼ SE. ¼	8	15	24		
SE. ¼ NW. ¼	10	15	24		
SW. ¼ NE. ¼	10	15	24		
W. ½ SE. ¼	10	15	24		
SW. ¼	10	15	24		
NW. ¼	12	15	24		
NE. ¼	12	15	24		
S. ½	12	15	24		
S. ½ NE. ¼	14	15	24		
SE. ¼	14	15	24		
NE. ¼ SW. ¼	14	15	24		
NW. ¼	24	15	24		
NE. ¼	24	15	24		
S. ½ SE. ¼	24	15	24		
NW. ¼ SE. ¼	24	15	24		
SW. ¼	24	15	24		
NE. ¼ SW. ¼	25	15	24		
N. ½ SE. ¼	25	15	24		
SE. ¼ SE. ¼	25	15	24		
NE. ¼ NE. ¼	36	15	24		
NE. ¼ SE. ¼	36	15	24		
SW. ¼ NE. ¼	6	16	24		
SE. ¼ NW. ¼	23	16	24		
SW. ¼ NE. ¼	23	16	24		
NW. ¼ SE. ¼	23	16	24		
NE. ¼ SW. ¼	23	16	24		
NW. ¼ SE. ¼	24	16	24		
NE. ¼ SW. ¼	24	16	24		
NE. ¼ SW. ¼	25	16	24		
NW. ¼ SW. ¼	25	16	24		
NW. ¼ SW. ¼	28	16	24		
SE. ¼ NW ¼	36	16	24		
SW. ¼ NE. ¼	36	16	24		

List of lands claimed as swamp land in place, but the character of which has not been determined—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 12—Cont'd.		S.	W.		
NW. ¼ SE. ¼	36	16	24		
NE. ¼ SW. ¼	36	16	24		
SW. ¼ SE. ¼	1	17	24		
NE. ¼ SW. ¼	6	17	24		
NE. ¼ SW. ¼	7	17	24		
SE. ¼ SW. ¼	7	17	24		
SW. ¼ SW. ¼	7	17	24		
SE. ¼ SE. ¼	7	17	24		
NE. ¼ NW. ¼	8	17	24		
SE. ¼	11	17	24		
N. ½ NW. ¼	12	17	24		
N. ½ NE. ¼	14	17	24		
SE. ¼ NE. ¼	14	17	24		
SE. ¼ SE. ¼	14	17	24		
NE. ¼ SE. ¼	14	17	24		
NW. ¼ SE. ¼	17	17	24		
NE. ¼ SW. ¼	19	17	24		
NW. ¼ SE. ¼	19	17	24		
SW. ¼ SE. ¼	20	17	24		
SE. ¼ SE. ¼	21	17	24		
NE. ¼ SW. ¼	22	17	24		
SE. ¼ NW. ¼	22	17	24		
SW. ¼ NE. ¼	23	17	24		
NE. ¼ NE. ¼	23	17	24		
NW. ¼ SE. ¼	23	17	24		
NE. ¼ SW. ¼	23	17	24		
SE. ¼ NW. ¼	26	17	24		
NW. ¼ SW. ¼	26	17	24		
NW. ¼ SE. ¼	30	17	24		
W. ½ SW. ¼	30	17	24		
S. ½ NW. ¼	31	17	24		
N. ½ SW. ¼	31	17	24		
SW. ¼ SW. ¼	31	17	24		
SE. ¼ SW. ¼	32	17	24		
NW. ¼ NE. ¼	34	17	24		
N. ½ NW. ¼	34	17	24		
NE. ¼ NE. ¼	34	17	24		
NW. ¼ SE. ¼	36	17	24		
NW. ¼ NE. ¼	19	9	30		
NE. ¼ NE. ¼	19	9	30		
NE. ¼ NE. ¼	21	9	30		
E. ½ SW. ¼	28	9	30		
SE. ¼ NW. ¼	28	9	30		
NW. ¼ SE. ¼	28	9	30		
S. ½ SE. ¼	28	9	30		
NW. ¼ SE. ¼	33	9	30		
NW. ¼ NW. ¼	12	9	32		
SW. ¼ NW. ¼	12	9	32		
NE. ¼	17	19	22		
NE. ¼ NW. ¼	17	19	22		
S. ½ NW. ¼	18	19	22		
NW. ¼ SW. ¼	18	19	22		
N. ½ SE. ¼	18	19	22		
W. ½ SW. ¼	28	19	22		
SW. ¼ SE. ¼	28	19	22		
SE. ¼ SE. ¼	29	19	22		
SW. ¼ SW. ¼	17	17	23		
SE. ¼ SW. ¼	18	17	23		
NW. ¼ NW. ¼	20	17	23		
NE. ¼ SW. ¼	20	17	23		
SE. ¼ SE. ¼	20	17	23		
NW. ¼ SE. ¼	20	17	23		
SW. ¼ NE. ¼	21	17	23		
NE. ¼ SE. ¼	32	17	23		
S. ½ SW. ¼	9	18	23		
S. ½ NW. ¼	1	19	23		
SW. ¼	1	19	23		
N. ½ SE. ¼	2	19	23		
N. ½ NE. ¼	2	19	23		
S. ½ NE. ¼	2	19	23		
NW. ¼	2	19	23		
NE. ¼	3	19	23		
E. ½ NW. ¼	3	19	23		
N. ½ SE. ¼	3	19	23		
SE. ¼ NE. ¼	11	19	23		
S. ½ NW. ¼	11	19	23		
NE. ¼ SE. ¼	11	19	23		

***List of lands claimed** as swamp land in place, but the character of which has not been determined*—Continued.

MISCELLANEOUS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 12—Cont'd.		S.	W.		
NE. ¼	12	19	23	.....	
W. ½	12	19	23	.....	
NE. ¼ NW. ¼	23	19	23	.....	
SE. ¼ SW. ¼	23	19	23	.....	
SW. ¼ SW. ¼	23	19	23	.....	
NE. ¼	24	19	23	.....	
W. ½ SE. ¼	24	19	23	.....	
E. ½ SE. ¼	25	19	23	.....	
SW. ¼ SW. ¼	11	19	24	.....	
E. ½ SW. ¼	12	19	24	.....	
NW. ¼ SW. ¼	4	9	25	.....	
SE. ¼ NE. ¼	24	9	25	.....	
SW. ¼ SW. ¼	8	14	25	.....	
SW. ¼ SE. ¼	8	14	25	.....	
SW. ¼ NE. ¼	14	15	25	.....	
SE. ¼ NW. ¼	14	15	25	.....	
NE. ¼ SW. ¼	14	15	25	.....	
NW. ¼ SE. ¼	14	15	25	.....	
SE. ¼ NE. ¼	10	17	25	.....	
NE. ¼ NE. ¼	12	17	25	.....	
NW. ¼ NE. ¼	12	17	25	.....	
S. ½ NE. ¼	12	17	25	.....	
N. ½ SE. ¼	12	17	25	.....	
E. ½ SW. ¼	13	17	25	.....	
W. ½ SE. ¼	13	17	25	.....	
NE. ¼ SE. ¼	23	17	25	.....	
SE. ¼ NE. ¼	33	17	25	.....	
NW. ¼ SE. ¼	33	17	25	.....	
NE. ¼	34	17	25	.....	
E. ½ NW. ¼	34	17	25	.....	
N. ½ SE. ¼	34	17	25	.....	
N. ½ SW. ¼	34	17	25	.....	
S. ½ NE. ¼	35	17	25	.....	
S. ½ NW. ¼	35	17	25	.....	
NE. ¼	36	17	25	.....	
N. ½ NW. ¼	36	17	25	.....	
NW. ½ SE. ¼	36	17	25	.....	

[Supplemental.]

NW. ¼ SE. ¼ and NE. ¼ SW. ¼	8	15	24	.....	Homestead, Jan. 18, 1893.
SE. ¼ SE. ¼	36	15	24	.....	Homestead, Mar. 31, 1890.
SW. ¼ NE. ¼ and NW. ¼ SE. ¼	12	16	24	.....	Homestead, Dec. 8, 1890.
SE. ¼ SW. ¼	1	17	24	.....	Homestead, Feb. 22, 1892.
SE. ¼ SE. ¼	2	17	24	.....	Do.
E. ½ NW. ¼	17	9	30	.....	Homestead, July 9, 1891.
SW. ¼ NW. ¼	20	9	30	.....	Homestead, Feb. 6, 1890.
W. ½ NE. ¼ and N. ½ SE. ¼	21	9	30	.....	Homestead, F. C., Dec. 11, 1893.
NW. ¼ SW. ¼ and S. ½ SW. ¼	31	8	31	.....	Homestead, Dec. 28, 1893.
N. ½ NW. ¼	24	19	22	.....	Homestead, F. C., Feb. 20, 1893.
NW. ¼ NW. ¼	28	19	22	.....	Homestead, Oct. 11, 1890.
NE. ¼ NE. ¼	29	19	22	.....	Do.
N. ½ NW. ¼	29	19	22	.....	Homestead, Sept. 28, 1891.
S. ½ NW. ¼	29	19	22	.....	Homestead, F. C., Apr. 10, 1893.
S. ½ NE. ¼	15	18	23	.....	Homestead, Sept. 23, 1889.
SW. ¼ SW. ¼	15	18	23	.....	Homestead, Nov. 1, 1891.
NE. ¼ SE. ¼	15	18	23	.....	Homestead, Sept. 2, 1892.
E. ½ NE. ¼	23	19	23	.....	Homestead, Feb. 6, 1892.
S. ½ NW. ¼ and N. ½ SW. ¼	23	19	23	.....	Homestead, July 23, 1890.
SW. ¼ SE. ¼	23	19	23	.....	Homestead, Jan. 9, 1894.
SW. ¼ SE. ¼	25	19	23	.....	Homestead, Dec. 22, 1893.
W. ½ NW. ¼	28	16	24	.....	Homestead, F. C., Dec. 18, 1893.
SW. ¼ NE. ¼	11	19	24	.....	Homestead, F. C., Dec. 27, 1890.
SW. ¼ SW. ¼	35	19	24	.....	Homestead, F. C., Dec. 18, 1893.
SW. ¼ NW. ¼	4	9	25	.....	Homestead, Sept. 11, 1890.
E. ½ SE. ¼	24	9	25	.....	Homestead, Dec. 16, 1891.
SW. ¼ NE. ¼ and SE. ¼ NW. ¼	8	14	25	.....	Homestead, F. C., Sept. 15, 1892.
W. ½ SE. ¼	23	18	26	.....	Homestead, F. C., Feb. 3, 1892.

First list, 305 tracts equal	acres..	12, 200
Supplemental list, 48 tracts equal	do....	1, 920
		14, 120

EXHIBIT No. 5.—ARKANSAS SWAMP LANDS SOLD PRIOR TO DATE OF GRANT.

List of lands the claim to which is ready to be rejected, they having been sold prior to the date of the grant.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 1.**		N.	E.		
S. ½ NW. ¼	10	2	3	.....	Sold May 26, 1836.
NE. ¼ SW. ¼	14	2	3	.....	Allotted, act May 6, 1812.
W. ½ SE. ¼	5	3	3	.....	Sold Mar. 2, 1839.
E. ½ NW. ¼	2	8	3	.....	Sold Dec. 5, 1836.
SW. ¼ SE. ¼	3	8	3	.....	Sold Jan. 2, 1837.
E. ½ SW. ¼	10	8	3	.....	Do.
E. ½ SW. ¼	15	9	3	.....	Do.
SW. ¼	26	9	3	.....	Do.
SW. ¼ NW. ¼	1	10	3	.....	Do.
SW. ¼ SW. ¼	25	10	3	.....	Sold Dec. 5, 1836.
N. ½ NE. ¼, SW. ¼ NE. ¼	2	1	4	.....	Sold July 5, 1847.
S. ½ SW. ¼	25	4	4	.....	Sold Apr. 6, 1835.
SE. ¼	17	5	4	.....	Sold Mar. 11, 1835.
Frl. sec	31	5	4	.....	Sold Sept. 24, 1835.
W. ½ SW. ¼	18	8	4	.....	Sold July 18, 1850.
NW. ¼ SE. ¼	12	1	5	.....	Sold Nov. 25, 1834.
W. of river NE. ¼ SW. ¼	18	1	5	.....	Sold Apr. 18, 1836.
E. of river N. ½ SE. ¼	18	1	5	.....	Do.
SW. ¼ SW. ¼	13	3	5	.....	Sold Apr. 14, 1835.
W. ½ NE. ¼	24	3	5	.....	Sold Apr. 14, 1836.
L. B. R. SE. ¼ NE. ¼	29	4	5	.....	Sold Jan. 16, 1843.
E. ½ SE. ¼	20	3	6	.....	Sold May 2, 1835.
SW. ¼	31	3	6	.....	Sold Mar. 17, 1836.
W. ½ NE. ¼	34	5	6	.....	Sold Apr. 10, 1835.
NW. ¼ SW. ¼	9	6	6	.....	Sold Aug. 30, 1849.
SW. ¼ SW. ¼	9	6	6	.....	Sold June 12, 1848.
SE. ¼ SW. ¼	9	6	6	.....	Sold Sept. 22, 1849.
S. ½	1	4	7	.....	Approved Apr. 15, 1846, act 1841.
W. ½ SE. ¼	20	5	7	.....	Sold Feb. 19, 1835.
E. ½ SW. ¼	27	9	9	.....	Sold June 12, 1847.
W. ½ SW. ¼	27	9	9	.....	Sold June 13, 1836.
NW. ¼	29	9	9	.....	Sold Aug. 27, 1846.

*68 tracts equal 2,720 acres.

[Sold prior to date of grant.]

*Division K.—Records, vol. 2.**		N.	E.		
E. ½ NW. ¼	34	11	9	.....	Located Dec. 8, 1849.
		S.	E.		
NW. ¼ NW. ¼	34	7	1	.....	Donation 1836.
SW. ¼ NW. ¼	34	7	1	.....	Do.
E. ½ NE. ¼	18	2	2	.....	Allotted 1812.
NW. ¼ SE. ¼	19	7	2	.....	Sold Nov. 15, 1838.
W. ½ NE. ¼	30	2	1	.....	Allotted 1812.
NW. ¼ SE. ¼	7	3	2	.....	Sold Feb. 5, 1848.
NE. ¼ SE. ¼	7	3	2	.....	Located Jan. 5, 1849.
SE. ¼ SE. ¼	7	3	2	.....	Do.
NE. ¼ NE. ¼	30	3	2	.....	Sold Mar. 8, 1848.
NW. ¼ NW. ¼	18	5	2	.....	Sold Jan. 4, 1836.
NE. ¼	36	2	3	.....	Sold Nov. 17, 1836.
NW. ¼	36	2	3	.....	Do.
SE. ¼	36	2	3	.....	Allotted 1812.
SW. ¼	36	2	3	.....	Sold Nov. 17, 1836.
SW. ¼ SW. ¼	12	3	3	.....	Located June 18, 1850.
E. ½ SE. ¼	33	3	3	.....	Sold Dec. 3, 1835.
SE. ¼ SE. ¼	21	2	4	.....	Located Feb. 9, 1850.
SW. ¼ NW. ¼	36	2	4	.....	Sold Sept. 22, 1835.
		S.	W.		
S. ½ NE. ¼	1	3	1	.....	Sold Feb. 4, 1836.
West of river, frl	33	3	1	.....	Sold Nov. 4, 1846.
NW. ¼	1	8	1	.....	Sold Oct. 25, 1838.
SE. ¼	1	8	1	.....	Sold Jan. 7, 1839.
W. ½ SW. ¼	1	8	1	.....	Sold June 11, 1836.
NE. ¼	10	8	1	.....	Do.
E. ½ NW. ¼	10	8	1	.....	Sold Oct. 25, 1838.
SE. ¼	10	8	1	.....	Sold June 14, 1836.

*443 tracts equal 17,720 acres.

List of lands the claim to which is ready to be rejected, they having been sold prior to the date of the grant—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 2—Cont'd.		S.	W.		
West of bayou, NE. ¼	11	8	1		Donation.
NW. ¼	11	8	1		Do.
SE. ¼	11	8	1		Do.
NW. ¼	12	8	1		Sold Oct. 26, 1838.
SE. ¼	12	8	1		Sold June 11, 1838.
SW. ¼	12	8	1		Do.
NE. ¼	13	8	1		Do.
NW. ¼	13	8	1		Do.
SE. ¼	13	8	1		Do.
SW. ¼	13	8	1		Donation.
W. ½ NW. ¼	14	8	1		Sold June 11, 1838.
SE. ¼	14	8	1		Donation.
NE. ¼	15	8	1		Sold June 11, 1838.
NE. ¼	24	8	1		Sold June 14, 1836.
E. ½ NW. ¼	24	8	1		Sold Oct. 26, 1838.
E. ½ SE. ¼	24	8	1		Located Nov. 30, 1849.
Both sides of river, SE. ¼	35	8	1		Located Oct. 20, 1838.
N. of R., S. ½	19	9	1		Located July 28, 1847.
NW. ¼	19	9	1		Sold July 28, 1847.
SE. ¼	24	9	1		Located Nov. 30, 1849.
NE. ¼	25	9	1		Do.
SE. ¼	25	9	1		Do.
E. ½	28	9	1		Located Jan. 31, 1848.
W. ½	28	9	1		Sold Feb. 14, 1848.
SW. ¼	33	9	1		Located Mar. 18, 1848.
NE. ¼	36	9	1		Sold June 15, 1848.
S. of R., E. ½ SW. ¼	3	9	1		Donation.
W. ½	1	11	1		Sold Dec. 3, 1835.
NE. ¼	2	11	1		Approved Apr. 28, 1848; act 1841.
SE. ¼	2	11	1		Do.
NE. ¼	5	11	1		Sold Nov. 10, 1835.
NW. ¼	5	11	1		Do.
SE. ¼	5	11	1		Do.
NE. ¼	6	11	1		Do.
SW. ¼	6	11	1		Do.
SE. ¼	6	11	1		Do.
SW. ¼	6	11	1		Do.
E. ½	11	11	1		Approved Apr. 28, 1848; act 1841.
NE. ¼	12	11	1		Sold Feb. 11, 1832.
W. ½	12	11	1		Sold Mar. 23, 1835.
SE. ¼	12	11	1		Sold Oct. 9, 1830.
E. ½	13	11	1		Donation.
W. ½	13	11	1		Sold Aug. 20, 1835.
S. ½	17	11	1		Sold July 22, 1835.
S. ½	18	11	1		Do.
N. ½	19	11	1		Do.
S. ½	19	11	1		Sold May 5, 1835.
S. ½	20	11	1		Do.
N. ½	20	11	1		Sold July 22, 1835.
NE. ¼	22	11	1		Sold July 17, 1847.
N. ½ NW. ¼	23	11	1		Sold Sept. 20, 1847.
W. ½ SE. ¼	23	11	1		Sold July 17, 1847.
NE. ¼	25	11	1		Sold May 4, 1835.
NW. ¼	25	11	1		Sold Oct. 9, 1830.
S. ½	25	11	1		Sold Jan. 12, 1835.
Frl	26	11	1		Sold June 18, 1835.
NW. ¼ SE. ¼	29	11	1		Sold Oct. 14, 1847.
E. ½ SW. ¼	29	11	1		Do.
All of	30	11	1		Sold May 5, 1835.
All of	31	11	1		Do.
NE. ¼	32	11	1		Sold Mar. 23, 1835.
NW. ¼	32	11	1		Sold Mar. 13, 1835.
SW. ¼	32	11	1		Do.
SE. ¼	32	11	1		Do.
W. frl. ½	33	11	1		Sold Dec. 24, 1832.
SE. ¼	10	1	2		Sold Nov. 16, 1835.
SW. ¼	10	1	2		Sold Nov. 10, 1835.
NE. ¼ SE. ¼	25	2	2		Sold Dec. 3, 1847.
N. ½ NW. ¼	1	9	2		Sold June 12, 1848.
SE. ¼ NE. ¼	34	10	2		Sold Aug. 10, 1845.
E. ½ NE. ¼	12	11	2		Sold Aug. 6, 1835.
E. ½ SE. ¼	12	11	2		Do.
N. ½ NE. ¼	6	15	2		Located July 31, 1848.
SW. ¼ NE. ¼	6	15	2		Do.
SW. ¼	12	16	2		Sold April 24, 1835.
W. ½ NE. ¼	12	17	2		Approved Apr. 15, 1846, act 1841.

List of lands the claim to which is ready to be rejected, they having been sold prior to the date of the grant—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 2—Cont'd.		S.	W.		
E. ½ SE. ¼	12	17	2		Approved Apr. 15, 1846. Act 1841.
E. ½ SE. ¼	12	17	2		Do.
SW. ¼ SE. ¼	12	17	2		Do.
S. of Bayou SW. ¼	12	17	2		Located Dec. 4, 1848.
NW. ¼ NW. ¼	13	17	2		Located June 1, 1850.
*Division K.—Records, vol. 3.**					
E. ½ NE. ¼	24	18	2		Sold Jan. 30, 1841.
E. ½ NE. ¼	25	18	2		Sold Mar. 20, 1841.
E. ½ SE. ¼	25	18	2		Sold Feb. 16, 1841.
SW. ¼ SE. ¼	25	18	2		Sold Jan. 30, 1841.
SW. ¼ SE. ¼	26	18	2		Located Oct. 14, 1848.
NW. ¼ SE. ¼	27	18	2		Approved Apr. 15, 1846. Act 1841.
N. ½ NE. ¼	28	18	2		Located Aug. 14, 1849.
NE. ¼ NW. ¼	4	19	2		Located Feb. 19, 1847.
NW. ¼ NW. ¼	4	19	2		Located Oct. 18, 1848.
SW. ¼ SW. ¼	5	11	3		Located Aug. 3, 1850.
W. ½ SE. ¼	31	14	3		Approved Apr. 15, 1846. Act 1841.
E. ½	24	19	3		Do.
E. ½	25	19	3		Do.
E. ½ NW. ¼	25	19	3		Do.
W. ½ NW. ¼	25	19	3		Do.
SW. ¼	25	19	3		Do.
Lot 8	31	11	4		Sold July 18, 1850.
Lot 9	31	11	4		Do.
NE. ¼	1	11	5		Located May 18, 1850.
NE. ¼	7	13	5		Sold Mar. 5, 1836.
NW. ¼ SW. ¼	20	11	5		Sold July 18, 1850.
SW. ¼ SE. ¼	35	17	5		Sold Apr. 24, 1844.
N. ½ SW. ¼	24	18	5		Approved Apr. 15, 1846. Act 1841.
W. of L. NW. ¼	7	16	4		Sold Dec. 7, 1843.
NE. ¼ NW. ¼	30	13	4		Sold Aug. 26, 1835.
Division K.—Records, vol. 4.†		N.	E.		
N. ½ SW. ¼	15	2	1		Allotted, act 1812.
SW. ¼ SW. ¼	15	2	1		Do.
NW. ¼	24	2	1		Do.
E. ½ NE. ¼	18	3	1		Sold Nov. 10, 1835.
All	2	7	1		Allotted, act 1812.
NW. ¼	3	7	1		Do.
NE. ¼	4	7	1		Do.
E. frl. ½	4	18	1		App'd seminary Jan. 24, 1838.
NW. ¼ NE. ¼	9	18	1		Sold June 13, 1836.
SW. ¼ SW. ¼	31	18	1		Sold July 29, 1837.
NW. ¼ SW. ¼	34	19	1		Sold Sept. 27, 1836.
NW. ¼ SW. ¼	36	19	1		Sold Nov. 4, 1836.
SW. ¼ SW. ¼	36	19	1		Do.
NE. ¼ NW. ¼	35	20	1		Sold Oct. 14, 1836.
SW. ¼ NE. ¼	3	2	2		Sold June 18, 1836.
S. ½ SW. ¼	9	2	2		Do.
NE. ¼ NW. ¼	17	3	2		Sold Nov. 1, 1836.
NW. ¼	14	4	2		Sold Nov. 10, 1835.
SE. ¼ SE. ¼	11	5	2		Do.
SE. ¼ NE. ¼	19	18	2		Sold June 3, 1837.
NE. ¼ SE. ¼	20	20	3		Sold June 30, 1840.
SE. ¼ SE. ¼	20	20	3		Sold July 1, 1833.
SW. ¼ SE. ¼	20	20	3		Sold July 17, 1833.
SE. ¼	30	20	3		Sold June 9, 1836.
N. ½ NE. ¼	29	21	3		Sold Nov. 14, 1836.
NE. ¼ NE. ¼	31	21	3		Sold Oct. 18, 1836.
S. ½ SE. ¼	5	12	4		Allotted, act 1812.
E. ½ SE. ¼	15	14	4		Do.
		N.	W.		
NW. ¼	31	1	1		Sold Oct. 30, 1835.
S. ½	31	1	1		Do.
NE. ¼ SE. ¼	4	16	1		Sold Apr. 4, 1848.
NW. ¼ NW. ¼	22	16	1		Sold Oct. 27, 1848.
Frl. NE. ¼ NW. ¼	29	16	1		Sold May 5, 1849.
NW. ¼ SW. ¼	11	12	2		Sold July 17, 1848.
S. ½ lot 1 NW. ¼	30	12	2		Sold June 24, 1830.

*59 tracts equal 2,360 acres.

†81 tracts equal 324,000 acres.

***List of lands the claim to which is ready to be rejected, they having been sold prior to the date of the grant*—Continued.**

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 5.**		N.	W.		
E. ½ SE. ¼	3	11	3	.....	Sold Sept. 27, 1838.
SE. ¼ SE. ¼	6	4	4	.....	Located Sept. 13, 1848.
W. of R.:					
SW. ¼ SE. ¼	19	5	4	.....	Sold July 16, 1850.
NW. ¼ NE. ¼	30	5	4	.....	Sold May 4, 1849.
S. ½ SE. ¼	32	5	4	.....	Do.
NE. ¼	23	13	4	.....	Allotted, act 1812.
S. ½ SE. ¼	13	3	5	.....	Sold Mar. 9, 1850.
SE. ¼	32	13	5	.....	Confirmed Spanish grant.
S. of R.:					
NE. ¼	31	13	5	.....	Located Feb. 17, 1848.
S. ½	31	13	5	.....	Do.
NE. ¼ NE. ¼	21	13	8	.....	Sold Dec. 22, 1849.
S. of R.:					
E. ½ SE. ¼	30	14	8	.....	Sold June 23, 1832.
E. ½ NE. ¼	31	14	8	.....	Sold Feb. 26, 1849.
Fr l	32	14	8	.....	Sold Mar. 3, 1836.
E. ½ NE. ¼	23	20	8	.....	Sold Oct. 3, 1849.
NE. ¼ SE. ¼	24	20	8	.....	Sold Apr. 22, 1837.
SW. ¼ SE. ¼	24	20	8	.....	Sold Oct. 25, 1836.
SE. ¼ SW. ¼	24	20	8	.....	Do.
SW. ¼ NW. ¼	24	20	8	.....	Sold Feb. 13, 1843.
NE. ¼ NE. ¼	20	11	14	.....	Sold Mar. 10, 1841.
Division K.—Records, vol. 6.†		N.	W.		
SW. ¼ NE. ¼	20	1	11	.....	Sold May 12, 1836.
S. ½ SE. ¼	34	7	12	.....	Allotted, act 1812.
E. ½ SW. ¼	35	3	14	.....	Spanish grant.
		S.	W.		
W. ½ SE. ¼	33	5	3	.....	Sold Apr. 13, 1836.
S. ½ SW. ¼	34	5	3	.....	Do.
N. ½ NE. ¼	4	6	3	.....	Do.
E. ½ NE. ¼	9	6	3	.....	Do.
W. ½ NW. ¼	10	6	3	.....	Do.
N. ½ NE. ¼	13	6	3	.....	Sold Apr. 8, 1836.
N. ½ NE. ¼	21	1	3	.....	Sold May 20, 1846.
SW. ¼ NE. ¼	36	8	3	.....	Sold Feb. 11, 1847.
		N.	W.		
W. ½ NW. ¼	35	2	7	.....	Allotted, act 1812.
SW. ¼ NW. ¼	11	3	7	.....	Do.
N. ½ SE. ¼	31	2	10	.....	Do.
SW. ¼	5	2	10	.....	Do.
NE. ¼	12	2	11	.....	Sold Apr. 11, 1836.
W. ½ NW. ¼	2	5	16	.....	Sold May 24, 1830.
		S.	W.		
NW. ¼ NW. ¼	5	3	3	.....	Located July 26, 1849.
N. ½ NE. ¼	4	6	3	.....	Sold Apr. 18, 1836.
W. ½ NW. ¼	10	6	3	.....	Do.
E. ½ NE. ¼	9	6	3	.....	Do.
W. ½ SW. ¼	13	6	3	.....	Allotted, act 1812.
E. ½ SE. ¼	20	8	4	.....	Located Jan. 13, 1849.
SW. ¼ SE. ½	1	3	5	.....	Allotted, act 1812.
Division K.—Records, vol. 7.‡					
NE. ¼ NE. ¼	18	7	6	.....	Sold Nov. 25, 1836.
S. ½ NW. ¼	29	6	8	.....	Sold Feb. 4, 1839.
NE. ¼	6	5	9	.....	Sold May 19, 1830.
NE. ¼	15	5	9	.....	Donation.
S. ½	15	5	9	.....	Do.
E. ½ E. ½	25	6	9	.....	Sold Mar. 15, 1836.
S. ½ SE. ¼	34	6	9	.....	Approved Sept. 11, 1844, act 1841.
E. ½ SW. ¼	10	1	10	.....	Donation.
NW. ¼ SE. ¼	26	1	10	.....	Sold May 7, 1836.
N. ½ lot 1, NW. ¼	7	2	10	.....	Donation.
W. ½ NW. ¼	12	2	10	.....	Approved May 24, 1844, act 1841.
NE. ¼ NE. ¼	36	4	10	.....	Sold Mar. 2, 1840.
NW. ¼ NE. ¼	6	10	10	.....	Located Aug. 10, 1850.
NE. ¼ NW. ¼	6	10	10	.....	Do.
S. ½ SW. ¼	25	1	11	.....	Donation.
E. ½ SE. ¼	21	2	11	.....	Located Aug. 29, 1850.
NE. ¼ NE. ¼	19	6	11	.....	Sold Feb. 15, 1847.

*42 tracts equal about 1,680 acres. †48 tracts equal about 1,920 acres.
‡45 tracts equal about 1,800 acres.

List of lands the claim to which is ready to be rejected, they having been sold prior to the date of the grant—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 7—Cont'd.		S.	W.		
NW. ¼ NW. ¼	21	7	11	.....	Sold Feb. 10, 1847.
NE. ¼ SW. ¼	34	10	11	.....	Sold Dec. 11, 1835.
NW. ¼ SW. ¼	18	10	13	.....	Sold June 19, 1847.
NW. ¼ NW. ¼	19	10	13	.....	Do.
NE. ¼ NE. ¼	36	10	13	.....	Sold Sept. 22, 1848.
NW. ¼ SW. ¼	23	8	14	.....	Located Mar. 1, 1849.
E. of river, SW. ¼ SE. ¼	31	10	9	.....	Sold Jan. 19, 1836.
W. ½ lot 2, SW. ¼	7	2	10	.....	Donation.
*Division K.—Records, vol. 8.**					
N. ½ NE. ¼	12	1	15	.....	Sold July 9, 1836.
N. ½ NE. ¼	14	1	15	.....	Sold Dec. 9, 1837.
NE. ¼ NW. ¼	14	1	15	.....	Sold Dec. 20, 1837.
NW. ¼ SE. ¼	14	5	16	.....	Sold Nov. 15, 1847.
Division K.—Records, Vol. 9.†					
SW. ¼ SE. ¼	5	15	7	.....	Sold June 27, 1848.
NW. ¼	34	13	8	.....	Approved Feb. 19, 1845, act 1841.
NW. ¼ NE. ¼	34	13	8	.....	Do.
NE. ¼ NE. ¼	13	14	8	.....	Sold Oct. 13, 1849.
NW. ¼ SE. ¼	19	15	8	.....	Sold Oct. 18, 1849.
SW. ¼ SE. ¼	19	15	8	.....	Sold July 14, 1849.
W. ½ SW. ¼	3	11	9	.....	Sold Jan. 19, 1836.
E. ½ SE. ¼	4	13	9	.....	Sold June 18, 1836.
NW. ¼ NW. ¼	14	16	9	.....	Sold Sept. 7, 1850.
NW. ¼ NE. ¼	9	19	9	.....	Sold April 24, 1848.
SW. ¼ SW. ¼	12	11	10	.....	Sold Aug. 5, 1836.
N. ½ NE. ¼	35	14	10	.....	Located Oct. 12, 1849.
NW. ¼ NE. ¼	34	11	11	.....	Sold April 5, 1849.
SE. ¼ SW. ¼	27	11	11	.....	Located April 5, 1849.
W. ½ NW. ¼	14	19	11	.....	Approved Feb. 12, 1847, act 1841.
NE. ¼ NW. ¼	32	19	11	.....	Sold Aug. 24, 1849.
N. ½ NW. ¼	2	11	12	.....	Sold May 11, 1849.
NW. ¼ NW. ¼	34	13	12	.....	Located Aug. 22, 1850.
NW. ¼ NW. ¼	23	14	12	.....	Located May 19, 1849.
NW. ¼ SW. ¼	22	15	12	.....	Sold Jan. 18, 1845.
NW. ¼	28	16	12	.....	Sold March 2, 1847.
NW. ¼ SW. ¼	22	17	12	.....	Sold Oct. 26, 1847.
SW. ¼ NW. ¼	23	17	12	.....	Located Nov. 30, 1846.
SW. ¼ SW. ¼	8	12	13	.....	Located May 18, 1849.
Division K.—Records, vol. 10.‡					
N. of River, N. ½ NW. ¼	19	16	13	.....	Sold Aug. 4, 1847.
SW. ¼ NW. ¼	20	14	14	.....	Located Nov. 8, 1849.
SW. ¼ SE. ¼	3	11	15	.....	Located Aug. 23, 1849.
NE. ¼ NW. ¼	17	12	15	.....	Located Oct. 29, 1849.
NW. ¼ SW. ¼	19	13	15	.....	Sold Aug. 10, 1849.
NE. ¼ SW. ¼	22	13	15	.....	Sold Nov. 20, 1849.
S. ½	1	15	15	.....	Approved Mar. 27, 1846, act 1841.
W. ½ NW. ¼	3	15	15	.....	Sold Dec. 6, 1849.
W. ½ NE. ¼	27	15	15	.....	Sold Mar. 20, 1848.
Lot 5, NE. ¼	5	16	15	.....	Sold July 26, 1847
SW. ¼ SE. ¼	9	18	15	.....	Located Sept. 4, 1848.
SE. ¼ SE. ¼	9	18	15	.....	Sold Aug. 9, 1845.
Lot 3	19	13	16	.....	Located July 26, 1847.
NW. ¼ NE. ¼	23	15	17	.....	Sold May 16, 1850.
S. ½ NW. ¼	25	15	17	.....	Approved Nov. 28, 1844, act 1841.
NE. ¼ SW. ¼	22	19	17	.....	Located July 26, 1847.
S. ½ SW. ¼	22	19	17	.....	Do.
E. ½ SE. ¼	23	19	17	.....	Sold Feb. 5, 1850.
SE. ¼ SE. ¼	13	18	18	.....	Approved Nov. 30, 1844, act 1841.
SE. ¼ NW. ¼	26	19	18	.....	Sold Nov. 2, 1844.
NE. ¼	6	11	19	.....	Sold April 1, 1837.
NW. ¼	10	15	19	.....	Sold Mar. 9, 1837.
N. ½ SE. ¼	11	15	19	.....	Do.
W. ½ SW. ¼	12	15	19	.....	Do.
NW. ¼ NE. ¼	35	15	19	.....	Do.
S. ½ NE. ¼	35	15	19	.....	Do.
NE. ¼ SW. ¼	29	15	19	.....	Approved Nov. 30, 1844, act 1841.
SE. ¼ NW. ¼	36	15	19	.....	Sold Mar. 9, 1837.
NW. ¼ SE. ¼	22	11	20	.....	Located July 14, 1849.

* 8 tracts equal about 320 acres.

† 32 tracts equal about 1,280 acres.

‡ 50 tracts equal about 2,000 acres.

List of lands the claim to which is ready to be rejected, they having been sold prior to the date of the grant—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 11.**		S.	W.		
SW. ¼ NW. ¼	5	7	19	.....	Sold Feb. 10, 1836.
NW. ¼ SW. ¼	29	1	22	.....	Located April 12, 1850.
N. ½ SE. ¼	18	9	23	.....	Sold Jan. 13, 1836.
N. ½ NW. ¼	3	20	23	.....	Sold Jan. 21, 1834.
NW. ¼ SW. ¼	28	8	24	.....	Sold Mar. 18, 1839.
SW. ¼	23	16	25	.....	Approved to State, act 1836.
NE. ¼	27	16	25	.....	Sold Dec. 9, 1834.
NE. ¼ NW. ¼	3	17	25	.....	Sold Dec. 15, 1834.
Division K.—Records, vol. 12.†		N.	W.		
N. ½ NW. ¼	31	1	18	.....	Sold May 26, 1847.
E. ½ NE. ¼	32	7	18	.....	Sold Aug. 25, 1845.
E. ½ SE. ¼, and W. ½ SW. ¼	34	7	18	.....	Approved, summary.
NE. ¼ SE. ¼	36	7	18	.....	Sold May 17, 1839.
E. ½ SE. ¼	32	10	19	.....	Sold May 26, 1850.
S. ½ SW. ¼	11	6	20	.....	Sold Oct. 10, 1840.
Frl. NW. ¼	4	7	21	.....	Sold Aug. 29, 1839.
W. ½ NW. ¼	7	7	21	.....	Sold Aug. 6, 1836.
NW. ¼ SW. ¼	7	7	21	.....	Sold May 5, 1837.
W. ½ SE. ¼	17	5	22	.....	Sold Aug. 16, 1841.
NE. ¼ NW. ¼	25	6	22	.....	Sold Aug. 10, 1842.
SE. ¼ NE. ¼	20	5	23	.....	Approved Apr. 29, 1845, act 1841.
SE. ¼ SW. ¼	23	5	23	.....	Sold Aug. 27, 1841.
NE. ¼ SE. ¼	8	16	24	.....	Sold Dec. 7, 1846.
NW. ¼ SW. ¼	29	8	25	.....	Sold Mar. 24, 1836.
SW. ¼ SE. ¼	25	9	25	.....	Sold Aug. 25, 1836.
SE. ¼ SW. ¼	20	6	26	.....	Approved Dec. 24, 1844, act 1841.
NW. ¼ SW. ¼	33	6	26	.....	Sold June 29, 1849.
SW. ¼ SW. ¼	29	21	26	.....	Located July 4, 1850.
NW. ¼ NE. ¼	6	19	28	.....	Sold June 11, 1850.
SE. ¼ SE. ¼	15	17	29	.....	Located Aug. 29, 1850.
SE. ¼ SE. ¼	7	5	30	.....	Located Sept. 6, 1850.
NE. ¼ SW. ¼	6	8	30	.....	Sold Jan. 15, 1839.
NW. ¼ NE. ¼	36	8	30	.....	Sold May 12, 1838.
NW. ¼ NW. ¼	9	19	30	.....	Approved, act 1841.
NW. ¼ SW. ¼	27	6	32	.....	Located Jan. 5, 1849.
NE. ¼ SE. ¼	23	20	33	.....	Located Oct. 23, 1848.
		S.	W.		
SW. ¼ NW. ¼	19	19	22	.....	Sold Oct. 10, 1836.
NE. ¼ SW. ¼	25	13	25	.....	Sold July 7, 1835.
SE. ¼ SW. ¼	25	13	25	.....	Sold Jan. 25, 1836.
E. ½ SE. ¼	7	13	32	.....	Sold Aug. 28, 1839.

*16 tracts equal about 640 acres. †39 tracts equal about 1,560 acres.

EXHIBIT NO. 6.—ARKANSAS SWAMP LANDS APPROVED TO STATE UNDER OTHER GRANTS.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165).

ARKANSAS UNSETTLED SWAMP-LAND CLAIM.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 1.**		N.	E.		
SW. ¼ NE. ¼	4	3	3	.....	Approved to railroad under State grant.
NE. ¼ SW. ¼	4	3	3	.....	
N. ½ NW. ¼	19	6	3	.....	
SW. ¼ SW. ¼	19	6	3	.....	
W. ½ NE. ¼	29	6	3	.....	
SE. ¼ NE. ¼	29	6	3	.....	
SE. ¼	29	6	3	.....	

*287 tracts equal 11,480 acres.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.		Area.	Remarks.
Division K.—Records, vol. 1—Cont'd.		N.	E.		
E. ½ SW. ¼	29	6	3		
NW. ¼ SW. ¼	29	6	3		
NE. ¼ SE. ¼	31	7	3		
SW. ¼ SE. ¼	1	2	4		
SW. ¼	18	4	4		
W. ½ NW. ¼	18	4	4		
SE. ¼ NW. ¼	18	4	4		
Sec	30	4	4		
E. ½	31	4	4		
NW. ¼	31	4	4		
NW. ¼ or lots 1 and 2	6	5	4		
SW. ¼	6	5	4		
SW. ¼ SE. ¼	6	5	4		
W. ½ NW. ¼	18	5	4		
SW. ¼ SW. ¼	18	5	4		
Sec	5	6	4		
E. ½	7	6	4		
NW. ¼ NW. ¼	7	6	4		
SW. ¼	7	6	4		
SW. ¼	17	6	4		
NE. ¼	19	6	4		
E. ½ NW. ¼	19	6	4		
NW. ¼ NW. ¼	19	6	4		
NE. ¼ SE. ¼	30	6	4		
E. ½	19	7	4		
N. ½ NW. ¼	19	7	4		
E. ½ SW. ¼	19	7	4		
SW. ¼ SW. ¼	19	7	4		
SW. ¼ SE. ¼	29	7	4		
W. ½	29	7	4		
Sec	31	7	4		
W. of R., SE. ¼	33	7	4		
NW. ¼ NW. ¼	29	8	4		
W. ½	31	8	4		
E. ½ SE. ¼	21	3	5		
SW. ¼	31	3	5		
SW. ¼ NW. ¼	31	3	5		
SE. ¼ NE. ¼	4	4	5		
E. ½ SE. ¼	4	4	5		
W. ½ NE. ¼	13	4	5		
NW. ¼	13	4	5		
N. ½ SW. ¼	13	4	5		
S. ½ NE. ¼	18	4	5		
S. of R., SW. ¼	18	4	5		
S. ½ NE. ¼	8	6	5		
SE. ¼ NW. ¼	9	7	5		
SW. ¼	9	4	6		
Lot 8	1	4	7		
Lot 9	1	4	7		
Lot 10	1	4	7		
Lot 15	1	4	7		
Lot 16	1	4	7		
Lot 17	1	4	7		
Lot 18	1	4	7		
Lot 19	1	4	7		
Lot 8	3	4	7		
Lot 9	3	4	7		
Lot 10	3	4	7		
Lot 15	3	4	7		
Lot 17	3	4	7		
Lot 18	3	4	7		
E. ½ NE. ¼	13	4	7		
SW. ¼ NW. ¼	15	4	7		
S. ½ lot 1 NW. ¼	6	5	7		
NW. ¼ SE. ¼	6	5	7		
S. ½ SE. ¼	12	6	7		
SW. ¼ SE. ¼	36	6	7		
SW. ¼ NW. ¼	3	7	7		
W. ½ SW. ¼	3	7	7		
N. ½ SE. ¼	5	7	7		
N. ½ SW. ¼	5	7	7		
NE. ¼ SE. ¼	17	7	7		
S. ½ SW. ¼	23	7	7		
SE. ¼ SE. ¼	23	7	7		
E. ½ NW. ¼	29	7	7		
S. ½ SE. ¼	13	8	7		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

ARKANSAS UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Reports, vol. 1—Cont'd.		N.	E.		
N. ½ SW. ¼	13	19	7		
N. ½ NE. ¼	13	19	7		
SE. ¼ NE. ¼	13	19	7		
N. ½ SE. ¼	13	19	7		
NW. ¼	6	20	7		
S. ½ NE. ¼	14	21	7		
SE. ¼	14	21	7		
SE. ¼ NW. ¼	24	21	7		
NE. ¼ SW. ¼	20	6	8		
NE. ¼ SE ¼	22	6	8		
SE. ¼ NE. ¼	3	7	8		
NE. ¼ NW. ¼	3	7	8		
SW. ¼ SW. ¼	3	7	8		
NE. ¼ SW. ¼	27	8	8		
NE. ¼ SW. ¼	35	8	8		
NW. ¼ SW. ¼	5	19	8		
S. ½ NE. ¼	1	20	8		
N. ½ SE. ¼	1	20	8		
W. ½ NE. ¼	11	20	8		
W. ½ SE. ¼	11	20	8		
E. ½ SW. ¼	11	20	8		
W. ½ NE. ¼	15	20	8		
SW. ¼	15	20	8		
S. ½ NW. ¼	27	20	8		
N. ½ SW. ¼	27	20	8		
W. ½ SE. ¼	29	20	8		
SW. ¼ SE. ¼	33	20	8		
SE. ¼ SW. ¼	33	20	8		
Lot 5	1	21	8		
Lot 6	1	21	8		
Lot 7	1	21	8		
Lot 8	1	21	8		
S. ½ NE. ¼	9	21	8		
E. ½ SW. ¼	9	21	8		
W. ½ NE. ¼	13	21	8		
SW. ¼ and NW. ¼ SE. ¼	13	21	8		
E. ½ SW. ¼	18	21	8		
W. ½ SE. ¼	18	21	8		
E. ½ SW. ¼	19	21	8		
W. ½ SW. ¼	4	6	9		
E. of chute and on island, frl. NW. ¼	27	9	9		

APPROVED UNDER OTHER GRANTS.

*Division K.—Records, vol. 4.**		N.	E.	
NE. ¼ SW. ¼	19	1	1	
S. ½ NE. ¼	24	3	1	
W. ½ SW. ¼	30	3	1	
NE. ¼ SW. ¼	30	3	1	
NE. ¼ SE. ¼	2	4	1	
SW. ¼ SE. ¼	5	5	1	
W. ½ SE. ¼	11	5	1	
N. ½ SE. ¼	36	5	1	
N. ½ SW. ¼	36	5	1	
W. ½ NE. ¼	11	14	1	
W. ½ NW. ¼	5	18	1	
W. ½ SW. ¼	5	18	1	
SE. ¼ SW. ¼	9	18	1	
SW. ¼ SE. ¼	9	18	1	
SE. ¼ SE. ¼	9	18	1	
N. ½ NW. ¼	17	18	1	
W. ½ NE. ¼	33	18	1	
E. ½ NW. ¼	33	18	1	
NW. ¼ NW. ¼	33	18	1	
S. ½ NE. ¼	34	19	1	
W. ½ SE. ¼	3	1	2	
S. ½ NE. ¼	5	1	2	
S. ½ SE. ¼	18	3	2	
NW. ¼ SE. ¼	19	3	2	

*1,007 tracts equal about 40,280 acres.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED UNDER OTHER GRANTS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 4—Cont'd.		N.	E.		
N. ½ SW. ¼	31	3	2		
SE. ¼ NE. ¼	36	4	2		
NE. ¼ SE. ¼	36	4	2		
SW. ¼ NW. ¼	7	5	2		
SE. ¼ NW. ¼	35	6	2		
S. ½ NE. ¼	9	14	2		
E. ½ SW. ¼	17	14	2		
W. ½ NE. ¼	19	14	2		
N. ½ SE. ¼	19	14	2		
E. ½ SW. ¼	19	14	2		
S. ½ NE. ¼	21	14	2		
SE. ¼	21	14	2		
E. ½ SW. ¼	21	14	2		
W. ½ NE. ¼	23	14	2		
E. ½ NW. ¼	23	14	2		
W. ½ SE. ¼	23	14	2		
E. ½ SW. ¼	23	14	2		
NE. ¼	25	14	2		
NW. ¼	25	14	2		
NE. ¼	27	14	2		
E. ½ NW. ¼	27	14	2		
SE. ¼	27	14	2		
NE. ¼	35	14	2		
NW. ¼	35	14	2		
N. ½ NE. ¼	11	15	2		
NE. ¼ NW. ¼	11	15	2		
S. ½ SE. ¼	17	15	2		
E. ½ SW. ¼	17	15	2		
W. ½ NE. ¼	18	15	2		
N. ½ NW. ¼	18	15	2		
W. ½ SE. ¼	18	15	2		
NW. ¼ NE. ¼	19	15	2		
NE. ¼ NE. ¼	29	15	2		
N. ½ NE. ¼	35	15	2		
SE. ¼ SE. ¼	10	17	2		
NW. ¼ SE. ¼	9	18	2		
E. ½ NW. ¼	17	18	2		
W. ½ NE. ¼	17	18	2		
NE. ¼ SW. ¼	17	18	2		
E. ½ NW. ¼	19	18	2		
NE. ¼ SW. ¼	19	18	2		
SW. ¼ NE. ¼	19	18	2		
NW. ¼ SE. ¼	19	18	2		
W. ½ NE. ¼	22	18	2		
W. ½ SE. ¼	22	18	2		
NW. ¼	22	18	2		
SW. ¼	22	18	2		
NW. ¼ NE. ¼	24	18	2		
E. ½ NW. ¼	24	18	2		
S. ½ NE. ¼	30	18	2		
N. ½ SE. ¼	30	18	2		
NE. ¼ SW. ¼	30	18	2		
W. ½ NW. ¼	32	18	2		
W. ½ SW. ¼	32	18	2		
N. ½ NE. ¼	36	18	2		
N. ½ NW. ¼	36	18	2		
NW. ¼ NE. ¼	17	19	2		
N. ½ NW. ¼	23	19	2		
NE. ¼	35	20	2		
N. ½ SE. ¼	9	14	3		
N. ½ SW. ¼	9	14	3		
SW. ¼	19	14	3		
NE. ¼	19	14	3		
NW. ¼	19	14	3		
SW. ¼ NW. ¼	13	15	3		
NW. ¼ SW. ¼	13	15	3		
E. ½ NE. ¼	25	15	3		
NW. ¼ SE. ¼	27	16	3		
S. ½ NW. ¼	29	16	3		
N. ½ SW. ¼	29	16	3		
E. ½ SE. ¼	4	17	3		
W. ½ NE. ¼	28	17	3		
W. ½ SE. ¼	28	17	3		
N. ½ SW. ¼	34	19	3		
NW. ¼ SE. ¼	25	20	3		
SE. ¼ SE. ¼	33	20	3		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED UNDER OTHER GRANTS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 4—Cont'd.		N.	E.		
SE. ¼	10	20	5		
SE. ¼ SW. ¼	12	20	5		
NW. ¼	14	20	5		
W. ½ NE. ¼	14	20	5		
NW. ¼ SW. ¼	14	20	5		
NE. ¼ SE. ¼	26	20	5		
N. ½ NE. ¼	17	17	4		
SW. ¼ SE. ¼	4	18	4		
SE. ¼ SW. ¼	4	18	4		
NE. ¼ NE. ¼	26	18	4		
SW. ¼ NE. ¼	4	19	4		
W. ½ SE. ¼	34	19	4		
W. ½ NE. ¼	5	20	4		
E. ½ NW. ¼	5	20	4		
NE. ¼ NW. ¼	9	20	4		
S. ½ NW. ¼	9	20	4		
N. ½ SW. ¼	9	20	4		
NE. ¼	17	20	4		
S. ½ SE. ¼	34	20	4		
SE. ¼ SW. ¼	34	20	4		
S. ½ NE. ¼	36	20	4		
S. ½	36	20	4		
S. ½ NE. ¼	13	17	5		
S. ½ SE. ¼	33	17	5		
W. ½ SW. ¼	33	17	5		
SE. ¼ SW. ¼	33	17	5		
N. ½ SE. ¼	33	17	5		
SW. ¼ NE. ¼	8	18	5		
S. ½ SW. ¼	35	19	5		
W. ½ SE. ¼	35	19	5		
All	2	20	5		
NW. ¼ NW. ¼	4	20	5		
NE. ¼ SE. ¼	4	20	5		
N. ½ NE. ¼	6	20	5		
N. ½ NW. ¼	6	20	5		
S. ½ NE. ¼	10	20	5		
W. ½ NE. ¼	12	20	5		
NW. ¼	12	20	5		
N. ½ SE. ¼	12	20	5		
NE. ¼ SW. ¼	12	20	5		
E. ½ NE. ¼	14	20	5		
SE. ¼	14	20	5		
E. ½ SW. ¼	14	20	5		
SW. ¼ SW. ¼	14	20	5		
E. ½	20	20	5		
S. ½ SW. ¼	20	20	5		
All	22	20	5		
W. ½ NE. ¼	24	20	5		
W. ½ SE. ¼	24	20	5		
W. ½	24	20	5		
N. ½	26	20	5		
SE. ¼ SW. ¼	26	20	5		
All	28	20	5		
W. ½ NE. ¼	30	20	5		
S. ½	30	20	5		
N. ½	32	20	5		
N. ½ SE. ¼	32	20	5		
N. ½	34	20	5		
N. ½ SE. ¼	34	20	5		
NE. ¼ SW. ¼	34	20	5		
W. ½ NE. ¼	36	20	5		
W. ½	36	20	5		
NW. ¼ SE. ¼	36	20	5		
S. ½ NE. ¼	7	21	5		
E. ½ SW. ¼	7	21	5		
SE. ¼	7	21	5		
SE. ¼ NW. ¼	9	21	5		
W. ½ SE. ¼	9	21	5		
E. ½ SW. ¼	9	21	5		
W. ½ NW. ¼	12	21	5		
W. ½ SW. ¼	12	21	5		
E. ½	14	21	5		
E. ½ NW. ¼	14	21	5		
E. ½ SW. ¼	14	21	5		
N. ½	17	21	5		
W. ½ SE. ¼	17	21	5		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED UNDER OTHER GRANTS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 4—Cont'd.		N.	E.		
SW. ¼	17	21	5		
NE. ¼	19	21	5		
E. ½ NW. ¼	19	21	5		
S. ½ NE. ¼	20	21	5		
S. ½	20	21	5		
SE. ¼	22	21	5		
E. ½ SW. ¼	22	21	5		
All	24	21	5		
SW. ¼ NE. ¼	26	21	5		
NW. ¼	26	21	5		
S. ½	26	21	5		
W. ½ NE. ¼	28	21	5		
NW. ¼	28	21	5		
S. ½	28	21	5		
SE. ¼	30	21	5		
W. ½ NE. ¼	32	21	5		
SE. ¼ NE. ¼	32	21	5		
NW. ¼	32	21	5		
N. ½ SE. ¼	32	21	5		
N. ½ SW. ¼	32	21	5		
W. ½ NE. ¼	19	17	6		
S. ½ NW. ¼	29	18	6		
N. ½ SW. ¼	29	18	6		
W. ½ SE. ¼	4	19	6		
E. ½ NW. ¼	4	19	6		
E. ½ SW. ¼	9	19	6		
E. ½ SW. ¼	17	19	6		
S. ½ NE. ¼	17	19	6		
W. ½ SE. ¼	17	19	6		
E. ½ SW. ¼	19	19	6		
S. ½ NE. ¼	19	19	6		
W. ½ NE. ¼	6	20	6		
E. ½ NW. ¼	6	20	6		
SE. ¼	6	20	6		
E. ½ NW. ¼	10	20	6		
W. ½ SE. ¼	24	20	6		
SW. ¼ NE. ¼	25	20	6		
		N.	W.		
NE. ¼	5	1	1		
NW. ¼	5	1	1		
N. ½ SE. ¼	5	1	1		
N. ½ SW. ¼	5	1	1		
N. ½ SE. ¼	9	2	1		
S. ½	13	2	1		
E. ½ SW. ¼	15	2	1		
S. ½	19	2	1		
W. ½ NE. ¼	23	2	1		
W. ½ SE. ¼	23	2	1		
SW. ¼	29	2	1		
W. ½ SE. ¼	29	2	1		
N. ½ SE. ¼	20	3	1		
N. ½ SW. ¼	20	3	1		
E. ½ NW. ¼	22	3	1		
W. ½ NE. ¼	22	3	1		
W. ½ SE. ¼	26	3	1		
S. ½ NW. ¼	26	3	1		
S. ½ NE. ¼	32	3	1		
S. ½ NW. ¼	32	3	1		
SE. ¼	32	3	1		
E. ½ SW. ¼	32	3	1		
S. ½ NE. ¼	34	3	1		
SE. ¼	34	3	1		
E. ½ SW. ¼	34	3	1		
S. ½ NW. ¼	36	3	1		
SW. ¼	36	3	1		
SW. ¼ SW. ¼	8	4	1		
E. ½ NW. ¼	3	5	1		
W. ½ NE. ¼	3	5	1		
W. ½ NE. ¼	5	5	1		
E. ½ NW. ¼	5	5	1		
W. ½ NW. ¼	7	5	1		
W. ½ SW. ¼	7	5	1		
S. ½ NE. ¼	23	5	1		
S. ½ NW. ¼	25	5	1		
N. ½ SW. ¼	25	5	1		
NW. ¼ NE. ¼	17	10	1		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED UNDER OTHER GRANTS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 4—Cont'd.		N.	W.		
W. ½ NW. ¼	5	11	1		
W. ½ SE. ¼	5	11	1		
E. ½ SW. ¼	5	11	1		
SW. ¼ SE. ¼	7	11	1		
N. ½ SE. ¼	11	11	1		
NW. ¼	15	11	1		
N. ½ SW. ¼	15	11	1		
E. ½ SW. ¼	32	13	1		
E. ½ NE. ¼	35	13	1		
NW. ¼	2	14	1		
NE. ¼	14	14	1		
W. ½	14	14	1		
NE. ¼ NW. ¼	28	14	1		
SW. ¼ SW. ¼	2	16	1		
W. ½ NE. ¼	3	16	1		
NW. ¼	3	16	1		
NW. ¼ SE. ¼	3	16	1		
N. ½ SW. ¼	3	16	1		
SE. ¼ NW. ¼	3	16	1		
SW. ¼ SE. ¼	9	16	1		
S. ½ NE. ¼	10	16	1		
NW. ¼ SE. ¼	10	16	1		
W. ½ NE. ¼	24	16	1		
NW. ¼ NW. ¼	34	16	1		
S. ½ NW. ¼	34	16	1		
N. ½ SE. ¼	34	16	1		
NW. ¼ NE. ¼	34	16	1		
S. ½ NE. ¼	36	16	1		
S. ½ NW. ¼	36	16	1		
N. ½ SE. ¼	36	16	1		
S. ½ SW. ¼	36	16	1		
E. ½ NW. ¼	1	17	1		
NW. ¼ SE. ¼	1	17	1		
W. of river, NE. ¼	9	17	1		
S. ½ NW. ¼	9	17	1		
SW. ¼	9	17	1		
S. ½ SE. ¼	15	17	1		
SW. ¼ NW. ¼	15	17	1		
N. of river, N. ½ SW. ¼	15	17	1		
NW. ¼ SE. ¼	31	17	1		
SW. ¼ NE. ¼	33	17	1		
NW. ¼ SE. ¼	33	17	1		
SW. ¼ NE. ¼	1	1	2		
N. ½ SE. ¼	1	1	2		
SE. ¼ NE. ¼	1	1	2		
S. ½ NE. ¼	3	1	2		
N. ½ SE. ¼	3	1	2		
S. ½ NE. ¼	5	1	2		
S. ½ NE. ¼	2	2	2		
SE. ¼	2	2	2		
E. ½ SW. ¼	2	2	2		
S. ½ NE. ¼	8	2	2		
S. ½ NE. ¼	12	2	2		
S. ½ NW. ¼	12	2	2		
N. ½ SE. ¼	12	2	2		
N. ½ SW. ¼	12	2	2		
SE. ¼ SW. ¼	13	2	2		
W. ½ SE. ¼	20	2	2		
E. ½ SW. ¼	20	2	2		
NE. ¼	29	2	2		
SE. ¼ NE. ¼	6	3	2		
E. ½ SE. ¼	6	3	2		
S. ½ NE. ¼	8	3	3		
N. ½ SE. ¼	8	3	2		
E. ½ SW. ¼	8	3	2		
W. ½ SE. ¼	20	3	2		
S. ½ NE. ¼	26	3	2		
N. ½ SE. ¼	26	3	2		
NW. ¼	26	3	2		
SW. ¼ SE. ¼	26	3	2		
E. ½ NE. ¼	34	3	2		
E. ½ SE. ¼	34	3	2		
Lots 5, 6, 11, and 12 NW. ¼	1	4	2		
Lot 10, NW. ¼ SW. ¼	1	4	2		
Lots 2, 3, 6, 7, 10, and 11	3	4	2		
NE. ¼ NW. ¼	7	4	2		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED UNDER OTHER GRANTS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 4—Cont'd.		N.	W.		
W. ½ NE. ¼	7	4	2		
W. ½ SE. ¼	9	4	2		
E. ½ NW. ¼	15	4	2		
SE. ¼	22	4	2		
E. ½ SW. ¼	22	4	2		
NW. ¼ SW. ¼	22	4	2		
NW. ¼ NE. ¼	30	4	2		
E. ½ NW. ¼	30	4	2		
W. ½ SW. ¼	30	4	2		
W. ½ SE. ¼	34	4	2		
E. ½ SW. ¼	34	4	2		
NW. ¼ NE. ¼	34	4	2		
SW. ¼ NE. ¼	7	5	2		
S. ½ NW. ¼	17	5	2		
W. ½ SE. ¼	19	5	2		
SE. ¼ NE. ¼	19	5	2		
SW. ¼ SW. ¼	21	5	2		
NW. ¼ NE. ¼	27	5	2		
N. ½ NW. ¼	27	5	2		
SW. ¼ NW. ¼	29	5	2		
SE. ¼ NW. ¼	29	5	2		
SE. ¼ SW. ¼	29	5	2		
S. ½ NW. ¼	35	5	2		
N. ½ SW. ¼	35	5	2		
E. ½ SW. ¼	5	8	2		
SE. ¼ SW. ¼	9	8	2		
S. ½ SE. ¼	9	8	2		
NW. ¼ NE. ¼	19	8	2		
NE. ¼ NW. ¼	19	8	2		
SE. ¼ NE. ¼	19	8	2		
N. ½ SE. ¼	29	8	2		
SE. ¼ SW. ¼	29	8	2		
NW. ¼ NW. ¼	29	8	2		
SE. ¼ NE. ¼	29	8	2		
Lots 8 and 9	19	9	2		
W. ½ NE. ¼	5	10	2		
E. ½ SW. ¼	5	10	2		
W. ½ NW. ¼	13	10	2		
NE. ¼ SE. ¼	7	10	2		
SE. ¼ NE. ¼	15	10	2		
NW. ¼ SE. ¼	15	10	2		
NE. ¼	19	10	2		
W. ½ NW. ¼	23	10	2		
N. ½ SW. ¼	23	10	2		
N. ½ SE. ¼	23	10	2		
W. ½ NE. ¼	25	10	2		
E. ½ NW. ¼	25	10	2		
SW. ¼ NW. ¼	29	10	2		
E. ½ NW. ¼	29	10	2		
SW. ¼	29	10	2		
W. ½ SE. ¼	33	10	2		
S. ½ NW. ¼	2	11	2		
N. ½ SW. ¼	2	11	2		
Lot 1, NW. ¼	4	11	2		
SW. ¼	4	11	2		
NW. ¼ NE. ¼	8	11	2		
SE. ¼ NE. ¼	8	11	2		
NW. ¼	8	11	2		
W. ½ SW. ¼	8	11	2		
E. ½	10	11	2		
SW. ¼	10	11	2		
W. ½ SE. ¼	11	11	2		
E. ½ SW. ¼	11	11	2		
E. ½ NW. ¼	13	11	2		
E. ½ SW. ¼	13	11	2		
W. ½ NE. ¼	13	11	2		
W. ½ SE. ¼	13	11	2		
W. ½ SE. ¼	15	11	2		
SW. ¼	18	11	2		
W. ½ NW. ¼	18	11	2		
SE. ¼ NW. ¼	18	11	2		
NW. ¼ NE. ¼	18	11	2		
E. ½ NW. ¼	20	11	2		
SW. ¼ NW. ¼	20	11	2		
N. ½ SW. ¼	20	11	2		
N. ½	23	11	2		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED UNDER OTHER GRANTS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 4—Cont'd.		N.	W.		
NE. ¼ SW. ¼	23	11	2		
E. ½ NW. ¼	25	11	2		
S. ½ NE. ¼	27	11	2		
S. ½ NW. ¼	27	11	2		
N. ½ SW. ¼	27	11	2		
SW. ¼ NE. ¼	28	11	2		
W. ½ NE. ¼	30	11	2		
NW. ¼	30	11	2		
W. ½ SE. ¼	30	11	2		
SW. ¼	30	11	2		
S. ½ NW. ¼	32	11	2		
W. ½ SE. ¼	32	11	2		
SW. ¼	32	11	2		
NW. ¼	35	11	2		
SW. ¼	35	11	2		
NE. ¼ SW. ¼	8	12	2		
NW. ¼ NE. ¼	18	12	2		
W. ½ SE. ¼	18	12	2		
W. ½ NW. ¼	20	12	2		

APPROVED TO RAILROAD.

*Division K.—Records, vol. 5.**		N.	W.		
W. ½ SE. ¼, E. ½ SW. ¼	10	13	2		
SE. ¼ NW. ¼, W. ½ SE. ¼	12	13	2		
S. ½ NW. ¼	14	13	2		
W. ½ SE. ¼, E. ½ SW. ¼	14	13	2		
NE. ¼ SE. ¼	18	13	2		
W. ½ NE. ¼, W. ½ SE. ¼	20	13	2		
S. ½ SW. ¼, NW. ¼ SW. ¼	20	13	2		
E. ½ NW. ¼, NE. ¼	22	13	2		
N. ½ SE. ¼, N. ½ SW. ¼	22	13	2		
E. ½ E½., NW. ¼	26	13	2		
NE. ¼ SW. ¼	26	13	2		
S. ½ NE. ¼, SW. ¼	28	13	2		
N. ½ SE. ¼	28	13	2		
E. ½ NW. ¼, NE. ¼	30	13	2		
SE. ¼ S. ½, SW. ¼	30	13	2		
N. ½, N. ½ SE. ¼, N. ½ SW. ¼	32	13	2		
S. ½ NE. ¼, NE. ¼ SE. ¼	34	13	2		
NE. ¼ NW. ¼, E. ½ SW. ¼	34	13	2		
W. ½ SE. ¼	10	14	2		
SE. ¼ SW. ¼	18	14	2		
NE. ¼ NW. ¼	24	14	2		
E. ½	30	14	2		
E. ½ SE. ¼	36	14	2		
Lot 8	7	15	2		
W. ½ NE. ¼, lots 1 and 5	19	15	2		
SW. ¼	22	15	2		
W. ½ NW. ¼	24	15	2		
W. ½ SW. ¼, NE. ¼ SW. ¼	24	15	2		
NE. ¼ SW. ¼	11	16	2		
W. ½ NE. ¼, NW. ¼	15	16	2		
N. ½ SW. ¼	15	16	2		
NW. ¼ NE. ¼, NE. ¼ NW. ¼	29	16	2		
W. ½ NW. ¼, NW. ¼ SW. ¼	29	16	2		
SE. ¼ NE. ¼	35	16	2		
NW. ¼ SW. ¼	35	16	2		
W. ½ SE. ¼	36	16	2		
NW. ¼ SW. ¼	12	2	3		
N. ½ NE. ¼	2	3	3		
SE. ¼ NE. ¼	4	3	3		
W. ½ NE. ¼, NW. ¼	36	3	3		
N. ½ SE. ¼, N. ½ SW. ¼	36	3	3		
N. ½ SE. ¼, NE. ¼ SW. ¼	1	4	3		
NE. ¼ N. ½, SE. ¼	7	4	3		
Lots 1, 2, 4, and 5	7	4	3		
E. ½ NW. ¼, NW. ¼ SE. ¼	9	4	3		
S. ½ NE. ¼, SE. ¼ NW. ¼	11	4	3		
N. ½ SE. ¼, SE. ¼ SW. ¼	11	4	3		
W. ½ SE. ¼	13	4	3		

*1,050 tracts equal about 42,000 acres.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 5—Cont'd.		N.	W.		
W. ½ NE. ¼, W. ½ SE. ¼	23	4	3		
E. ½ SW. ¼	23	4	3		
SW. ¼ NE. ¼	25	4	3		
N. ½ SW. ¼, SW. ¼ SW. ¼	26	4	3		
NW. ¼ SE. ¼	36	4	3		
S. ½ SE. ¼, SW. ¼	36	4	3		
NW. ¼ SE. ¼, NW. ¼ NE. ¼, N. ½ SE. ¼	15	5	3		
NW. ¼ SE. ¼, NW. ¼ NE. ¼, N. ½ SE. ¼	23	5	3		
SW. ¼ NE. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	15	7	3		
S. ½ NW. ¼, NW. ¼, N. ½ SW. ¼	33	8	3		
NW. ¼	35	8	3		
N. ½ SW. ¼, SE. ¼ SW. ¼	35	8	3		
W. ½ NE. ¼, W. ½ SE. ¼	14	10	3		
E. ½ NW. ¼, E. ½ SW. ¼	14	10	3		
NE. ¼	20	10	3		
N. ½ SE. ¼, N. ½ SW. ¼	20	10	3		
All	22	10	3		
W. ½ NW. ¼, NW. ¼ SW. ¼	26	10	3		
NE ¼, S. ½	32	10	3		
W. ½ NE. ¼, NW. ¼	34	10	3		
N. ½ SW. ¼	34	10	3		
Lot 4 NW	30	11	3		
N. ¼ NE. ¼, N. ½ SE. ¼	2	12	3		
E. ½ lot 2 NW. ¼	2	12	3		
N. ½ NE ¼, SW. ¼ NE. ¼	12	12	3		
E. ½ NW. ¼, SW. ¼ SW. ¼	12	12	3		
Lot 3 SW. ¼	30	12	3		
W. ½ lots 1 and 2 NE. ¼	5	13	3		
NW. ¼, N. ½ SW. ¼	5	13	3		
S. ½ NE. ¼, S. ½ NW. ¼	7	13	3		
S. ½	7	13	3		
S. ½ NE. ¼	12	13	3		
E. ½ SW. ¼, SW. ¼ SE. ¼	14	13	3		
W. ½ NE. ¼, W. ½ SE. ¼	24	13	3		
E. ½ NW. ¼, E. ½ SW. ¼	24	13	3		
W. ½ NE. ¼, NW. ¼ S. ½	26	13	3		
S. ½ NE. ¼, SE. ¼	28	13	3		
E. ½ SW. ¼	28	13	3		
W. ½ NE. ¼, E. ½ NW. ¼	34	13	3		
E. ½ lot 1 NE. ¼	1	14	3		
NE. ¼ SE. ¼	1	14	3		
Lot 1 NE. ¼	3	14	3		
W. ½ SE. ¼	3	14	3		
S. ½ NW. ¼, N. ½ SW. ¼	11	14	3		
SE. ¼	21	14	3		
S. ½ NW. ¼, W. ½ SW. ¼	25	14	3		
NE. ¼ NW. ¼	27	14	3		
N. ½ NW. ¼, SE. ¼ NW. ¼	33	14	3		
N. ½ NW. ¼	36	14	3		
W. ½ NE. ¼	13	15	3		
W. ½ NE. ¼, NW. ¼	15	15	3		
W. ½ SE. ¼, SW. ¼	15	15	3		
W. ½	23	15	3		
SW. ¼	35	15	3		
S. ½	4	1	4		
S. ½ NE. ¼, SE. ¼	4	2	4		
S. ½ SW. ¼	4	2	4		
SW. ¼	10	2	4		
SE. ¼ SE. ¼	14	2	4		
E. ½ NW. ¼, NE. ¼ SW. ¼	18	2	4		
S. ½ NW. ¼, S. ½ NE. ¼	20	2	4		
S. ½	20	2	4		
N. ½ NW. ¼	24	2	4		
S. ½ NE. ¼, SW. ¼	28	2	4		
W. ½ SE. ¼, SE. ¼ SE. ¼	28	2	4		
E. ½ NW. ¼, E. ½ SW. ¼	30	2	4		
E. ½	30	2	4		
N. ½	32	2	4		
N. ½ SE. ¼, N. ½ SW. ¼	32	2	4		
S. ½ NE. ¼, NW. ¼	34	2	4		
N. ½ SE. ¼, N. ½ SW. ¼	34	2	4		
SE. ¼ NW ¼	2	3	4		
NE. ¼ SE ¼	4	3	4		
E. ½ SW. ¼	10	3	4		
NW. ¼ NE. ¼	22	------	------		
N. ½ SW. ¼	5	4	4		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 5—Cont'd.		N.	W.		
Lots 1, 4, 7, and 8	5	4	4		
W. ½ SE. ¼	7	4	4		
NW. ¼, W. ½ SE. ¼	9	4	4		
N. ½ SW. ¼	9	4	4		
E. ½ NW. ¼, SW. ¼ NW. ¼	15	4	4		
All	17	4	4		
W. ½ NE. ¼	21	4	4		
E. ½ NW. ¼	33	4	4		
NW. ¼ SW. ¼	34	4	4		
SW. ¼ NE. ¼	19	5	4		
E. of river:					
Frl	17	6	4		
W ½ NW. ¼, W. ½ SW. ¼	7	7	4		
SW. ¼ NE. ¼, SE. ¼	1	8	4		
E. of river:					
E. ½ NW. ¼, NW. ¼ SW. ¼	2	8	4		
S. ½ NE. ¼, SE. ¼	4	8	4		
Frl	8	8	4		
NE. ¼, NE. ¼ NW. ¼	10	8	4		
NE. ¼ SE. ¼	10	8	4		
SE. ¼ NW. ¼, N. ½ SW. ¼	11	8	4		
SW. ¼ NE. ¼	13	8	4		
E. of river, frl	20	8	4		
S. ½ NW. ¼	28	8	4		
E. ½ NW. ¼	30	8	4		
W. of river, E. ½, E. ½ NW. ¼	33	8	4		
E. ½ SW. ¼	33	8	4		
N. ½ NE. ¼, SW. ¼ NE. ¼	35	8	4		
E. of river, SW. ¼	35	8	4		
W. of river, SW. NE. and SW. ¼	35	8	4		
W. ½ SE. ¼, E. ½ SW. ¼	10	9	4		
NW. ¼ NW. ¼	20	9	4		
E. of river, W. ½ NE. ¼	24	9	4		
W. ½ SE. ¼	24	9	4		
SE. ¼ and E. ½ SW. ¼	28	9	4		
S. ½ NW. ¼, N. ½ SW. ¼	32	9	4		
E. of river, frl	32	9	4		
SW. ¼ SE. ¼	2	10	4		
All	4	10	4		
W. ½ NE. ¼ and W. ½ SE. ¼	6	10	4		
W. ½	6	10	4		
All	8	10	4		
N. ½	18	10	4		
All	20	10	4		
W. ½ NE. ¼ and NW. ¼	22	10	4		
N. ½ SW. ¼	22	10	4		
N. ½ SW. ¼	24	10	4		
W. ½ NE. ¼ and SE. ¼	28	10	4		
E. ½ SW. ¼	28	10	4		
N. ½ and SW. ¼	30	10	4		
SW. ¼	13	13	4		
Lot 2 of NW. ¼	6	1	5		
S. ½ SE. ¼ and S. ½ SW. ¼	21	1	5		
W. ½ NE. ¼ and W. ½ SE. ¼	27	1	5		
SE. NE. ¼, N. ½ SE. ¼	29	1	5		
W. ½ NE. ¼	33	1	5		
N. ½	2	2	5		
S. ½	4	2	5		
SE. ¼ NE. ¼	6	2	5		
W. ½ SW. ¼ and E. ½	8	2	5		
S. ½ NE. ¼ and E. ½ SW. ¼	10	2	5		
NE. ¼ and E. ½ NW. ¼	20	2	5		
N. ½ SE. ¼	20	2	5		
S. ½ SE. ¼ and SE. ¼ SW. ¼	32	2	5		
S. ½ SW. ¼	34	2	5		
E. ½ SW. ¼	36	2	5		
W. ½ NE. ¼, E. ½ NW. ¼	1	3	5		
E. ½ NW. ¼, E. ½ SW. ¼	3	3	5		
E. ½	3	3	5		
E. ½ NW. ¼, E. ½ SW. ¼	5	3	5		
W. ½ NE. ¼	5	3	5		
S. ½ NE. ¼	9	3	5		
N. ½ SE. ¼, N. ½ SW. ¼	17	3	5		
NE. SW. ¼	20	3	5		
NE. ¼, NE. ¼ NW. ¼	22	3	5		
NE. ¼ SE. ¼	22	3	5		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 5—Cont'd.		N.	W.		
N. ½ SE. ¼	26	3	5		
W. ½ NE. ¼, SE. ¼	28	3	5		
W. ½ NE. ¼, lot 3 SW. ¼	30	3	5		
SE. ¼ NW. ¼	30	3	5		
E. ½ NW. ¼	32	3	5		
W. ½ NE. ¼, W. ½ SE. ¼	34	3	5		
E. ½ SW. ¼	34	3	5		
All	36	3	5		
W. ½ NW. ¼	21	4	5		
NE. ¼ SE. ¼, S. ½ SE. ¼	11	5	5		
S. ½ SW. ¼	11	5	5		
SE. ¼, SE. ¼ SW. ¼	15	5	5		
S. ½ NW. ¼, SW. ¼	1	6	5		
W. ½ SE. ¼	1	6	5		
NE. ¼, N. ½ SE. ¼	11	6	5		
SE. ¼ SE. ¼	13	6	5		
N. ½, N. ½ SE. ¼	2	7	5		
N. ½ SW. ¼	2	7	5		
S. ½ NE. ¼, SE. ¼	10	7	5		
E. ½ SW. ¼	10	7	5		
SW. ¼ NW. ¼	12	7	5		
S. ½ NE. ¼, S. ½ NW. ¼	13	7	5		
NW. NW. ¼	14	7	5		
SE. NE., E. ½ SE. ¼	20	7	5		
SE. ¼, E. ½ SW	23	7	5		
NE. ¼, E. ½ NW. ¼	2	8	5		
N. ½ SE. ¼	2	8	5		
SE. ¼	4	8	5		
E. ½, E. ½ NW. ¼, E. ½ SW. ¼	10	8	5		
S. ½ NE. ¼	12	8	5		
SE. ¼ and SE. ¼ SW. ¼	14	8	5		
All	22	8	5		
S. ½ NE. ¼, S. ½ NW. ¼, and S. ½	24	8	5		
S. ½ NE. ¼ and S. ½ NW. ¼	26	8	5		
SE. ¼ and E. ½ SW. ¼	26	8	5		
SW. ¼ NW. ¼	28	8	5		
W. ½ NE. ¼ and E. ½ NW. ¼	30	8	5		
W. ½ SE. ¼ and E. ½ SW. ¼	30	8	5		
S. ½ NE. ¼ and SE. ¼	34	8	5		
E. ½ SW. ¼	34	8	5		
All	36	8	5		
NE. SE. ¼	15	8	7		
S. ½ NE. ¼ and S. ½ NW. ¼	17	8	7		
NE. ¼, N. ½ SE. ¼	8	1	4		
SW. ¼	15	1	4		
NW. ¼	18	1	4		
NW. ¼	25	1	4		
SW. ¼ SW. ¼	2	2	4		
N. ½ SW. ¼	13	3	5		
W. ½ NE. ¼	10	1	4		
W. ½ NW. ¼ and SW. ¼	13	------	------		
NE. ¼ SE. ¼	5	4	4		
SE. ¼ NE. ¼	13	8	4		
SE. ¼ SE. ¼	22	10	4		
*Division K.—Records, vol. 6.**					
SW. ¼ SW. ¼	17	7	14		
Lots 2 and 3 NE. ¼	2	1	6		
Lots 2 and 3 NW. ¼	2	1	6		
W. ½ SW. ¼	4	1	6		
N. ½ SE. ¼	14	2	6		
Lots 1, 2, 5, 6	18	2	6		
Lot 3 NW. ¼	7	3	6		
W. ½ NE. ¼	28	3	6		
W. ½ SE. ¼	28	3	6		
W. ½	28	3	6		
NE. ¼	1	4	6		
N. ½ SW. ¼	1	4	6		
SW. ¼ NW. ¼	11	4	6		
W. ½ NW. ¼	5	5	6		
W. ½ SW. ¼	5	5	6		
E. ½ NW. ¼	11	5	6		
E. ½ SW. ¼	11	5	6		
NE. ¼ SW. ¼	13	5	6		
W. ½ SW. ¼	13	5	6		

*697 tracts equal about 27,780 acres.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 6—Cont'd.		N.	W.		
All	15	5	6		
W. ½ NW. ¼	29	5	6		
E. ½ SW. ¼	8	6	6		
NE. ¼ SE. ¼	10	6	6		
SE. ¼ NE. ¼	18	6	6		
NW. ¼ SE. ¼	20	6	6		
NW. ¼ SW. ¼	27	6	6		
NW. ¼ SW. ¼	8	7	6		
N. ½ SE. ¼	22	7	6		
SW. ¼ SW. ¼	22	7	6		
SE. ¼ SW. ¼	22	7	6		
NE. ¼ NW. ¼	4	1	7		
SE. ¼ SW. ¼	4	1	7		
NE. ¼ NW. ¼	18	1	7		
SE. ¼ SW. ¼	18	1	7		
NW. ¼ NW. ¼	18	1	7		
SW. ¼ SW. ¼	18	1	7		
N. ½ NW. ¼	21	3	7		
E. ½ SE. ¼	13	4	7		
Lots 1 and 6, NW. ¼	18	5	7		
N. ½	4	6	7		
N. ½ SE. ¼	4	6	7		
NW. ¼ SE. ¼	12	7	7		
N. ½ SW. ¼	12	7	7		
SW. ¼	18	7	7		
SW. ¼ SW. ¼	26	7	7		
SE. ¼ SE. ¼	36	7	7		
S. ½ SW. ¼	36	7	7		
S. ½ NE. ¼	6	1	8		
N. ½ SE. ¼	6	1	8		
N. ½ SE. ¼	25	1	8		
S. ½ NW. ¼	29	1	8		
SW. ¼ NE. ¼	4	2	8		
W. ½ NE. ¼	6	2	8		
NW. ¼ NW. ¼	6	2	8		
S. ½ NE. ¼	32	3	8		
NE. ¼	2	5	8		
SW. ¼	4	5	8		
NE. ¼	6	5	8		
NW. ¼ SE. ¼	19	7	8		
NE. ¼ SW. ¼	19	7	8		
NW. ¼ NE. ¼	31	2	9		
N. ½ NE. ¼	32	2	9		
SW. ¼ NW. ¼	32	2	9		
W. ½ SW. ¼	32	2	9		
NE. ¼ SE. ¼	12	3	9		
NW. ¼ NE. ¼	30	3	9		
E. ½ NE. ¼	30	3	9		
Lot 2 NW. ¼	30	3	9		
N. ½ NE. ¼	2	1	10		
SW. ¼ NE. ¼	2	1	10		
E. ½ SE. ¼	6	1	10		
S. ½ NE. ¼	8	1	10		
E. ½ SW. ¼	8	1	10		
All of	12	1	10		
SE. ¼ SE. ¼	20	1	10		
N. ½ NE. ¼	24	1	10		
SW. ¼ NE. ¼	24	1	10		
N. ½ SE. ¼	24	1	10		
SW. ¼ SE. ¼	24	1	10		
W. ½	25	1	10		
NW. ¼ SE. ¼	27	1	10		
S. ½ SE. ¼	27	1	10		
W. ½ NE. ¼	22	2	10		
SE. ¼ NW. ¼	4	2	11		
All	6	2	11		
S. ½ NW. ¼	8	2	11		
SW. ¼	8	2	11		
SW. ¼ SE. ¼	8	2	11		
NW. ¼	18	2	11		
N. ½ NE. ¼	18	2	11		
S. ½ SE. ¼	18	2	11		
SW. ¼	18	2	11		
NW. ¼ NE. ¼	20	2	11		
N. ½ SW. ¼	34	2	11		
NE. ¼ NW. ¼	26	3	11		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 6—Cont'd.		N.	W.		
N. ½ SE. ¼	26	3	11		
S. ½ NE. ¼	36	3	11		
N. ½ SW. ¼	36	3	11		
S. ½ NW. ¼	13	4	11		
SW. ¼ SW. ¼	15	4	11		
NW. ¼ SW. ¼	27	4	11		
S. ½ NE. ¼	13	5	11		
SW. ¼ NW. ¼	24	2	12		
NW. ¼	1	6	12		
NE. ¼	3	6	12		
N. ½ NW. ¼	3	6	12		
N. ½ SE. ¼	3	6	12		
NE. ¼	7	6	12		
SW. ¼	7	6	12		
NW. ¼ SW. ¼	17	6	12		
S. ½ SW. ¼	33	7	12		
S. ½ SE. ¼	4	3	13		
S. ½ SW. ¼	4	3	13		
E. ½ SE. ¼	6	3	13		
NW. ¼ NE. ¼	8	3	13		
N. ½ SW. ¼	8	3	13		
SW. ¼ SW. ¼	8	3	13		
S. ½ NW. ¼	10	3	13		
S. ½ SW. ¼	10	3	13		
NW. ¼ NE. ¼	18	3	13		
N. ½ NW. ¼	18	3	13		
East of river, W. ½	30	3	13		
N. ½ SE. ¼	20	5	13		
S. ½ SE. ¼	20	5	13		
E. ½ SW. ¼	20	5	13		
S. ½ SE. ¼	24	5	13		
S. ½ SW. ¼	24	5	13		
All of	26	5	13		
NW. ¼ NW. ¼	28	5	13		
N. ½ NE. ¼	32	5	13		
E. ½ SE. ¼	32	5	13		
N. ½	34	5	13		
S. ½	34	5	13		
SW. ¼ SE. ¼	11	6	13		
NE. ¼	13	6	13		
NW. ¼ SE. ¼	13	6	13		
SE. ¼ SE. ¼	13	6	13		
SW. ¼	13	6	13		
N. ½ SE. ¼	14	6	13		
SE. ¼ SE. ¼	14	6	13		
S. ½ NW. ¼	18	6	13		
S. ½ NE. ¼	18	6	13		
S. ½	18	6	13		
N. ½ NE. ¼	20	6	13		
SE. ¼ NE. ¼	20	6	13		
N. ½ NW. ¼	20	6	13		
NE. ¼	22	6	13		
N. ½ NW. ¼	22	6	13		
SW. ¼ NW. ¼	22	6	13		
W. ½ NW. ¼	24	6	13		
NW. ¼ NE. ¼	30	6	13		
N. ½ NW. ¼	30	6	13		
NW. ¼ SE. ¼	3	2	14		
N. ½ SW. ¼	3	2	14		
NW. NE	9	2	14		
S. ½ NW. ¼	9	2	14		
NW. ¼ SW. ¼	9	2	14		
S. ½ NW. ¼	11	2	14		
N. ½ SW. ¼	11	2	14		
NE. ¼ NW. ¼	13	2	14		
E. ½ NW. ¼	17	2	14		
W. ½ SE. ¼	8	3	14		
SE. ¼ SE. ¼	8	3	14		
SE. ¼ SW. ¼	8	3	14		
NW. ¼ NE. ¼	10	3	14		
SE. ¼	10	3	14		
SW. ¼	10	3	14		
W. ½ NW. ¼	14	3	14		
SE. ¼ SE. ¼	14	3	14		
SW. ¼ SW. ¼	14	3	14		
NE. ¼ NE. ¼	17	3	14		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 6—Cont'd.		N.	W.		
N. ½	23	3	14		
SE. ¼	23	3	14		
S. ½ SE. ¼	28	3	14		
SW. ¼	28	3	14		
W. ½ SE. ¼	29	3	14		
S. ½ SW. ¼	29	3	14		
NW. ¼ NE. ¼	34	3	14		
S. ½ NE. ¼	34	3	14		
NW. ¼	34	3	14		
East of river, E. ½ NE. ¼	36	3	14		
W. ½ NE. ¼	7	4	14		
N. ½ SW. ¼	19	4	14		
S. ½ SE. ¼	20	4	14		
S. ½ SW. ¼	20	4	14		
N. ½ NE. ¼	26	4	14		
NE. ¼ NW. ¼	26	4	14		
S. ½ NE. ¼	28	4	14		
N. ½ NW. ¼	28	4	14		
SE. ¼ NW. ¼	28	4	14		
SE. ¼	28	4	14		
NE. ¼ NE. ¼	30	4	14		
N. ½ SE. ¼	30	5	14		
SE. ¼ SE. ¼	30	5	14		
NE. ¼ NW. ¼	31	5	14		
SW. ¼ NW. ¼	31	5	14		
NE. ¼ SW. ¼	4	6	14		
W. ½ SW. ¼	4	6	14		
N. ½ NE. ¼	6	6	14		
E. ½ NW. ¼	6	6	14		
W. ½ NE. ¼	8	6	14		
E. ½ NW. ¼	8	6	14		
N. ½ NW. ¼	14	6	14		
SW. ¼ NE. ¼	20	6	14		
W. ½ SE. ¼	20	6	14		
E. ½ SW. ¼	20	6	14		
SW. ¼ NW. ¼	22	6	14		
NW. ¼ SE. ¼	24	6	14		
NE. ¼ SW. ¼	24	6	14		
NW. ¼ NW. ¼	28	6	14		
S. ½ NW. ¼	28	6	14		
SE. ¼ NW. ¼	30	6	14		
NW. ¼ SE. ¼	17	7	14		
S. ½ SE. ¼	20	7	14		
SW. ¼ SW. ¼	20	7	14		
NW. ¼ NW. ¼	21	7	14		
N. ½	30	7	14		
SE. ¼	30	7	14		
NE. ¼	1	4	15		
S. ½ NE. ¼	26	5	15		
NE. ¼	20	6	15		
E. ½ NW. ¼	20	6	15		
SE. ¼	20	6	15		
S. ½ NE. ¼	22	6	15		
SE. ¼ NW. ¼	22	6	15		
NW. ¼	28	6	15		
SW. ¼ NE. ¼	30	6	15		
S. ½ NW ¼	30	6	15		
NW. ¼ SE. ¼	30	6	15		
SW. ¼	30	6	15		
NE. ¼	32	6	15		
E. ½ NW. ¼	32	6	15		
NE. ¼ SE. ¼	32	6	15		
SE. ¼ SW. ¼	32	6	15		
W. ½ SW. ¼	32	6	15		
N. ½ NW. ¼	34	6	15		
SE. ¼ NW. ¼	34	6	15		
NE. ¼ SW. ¼	34	6	15		
NW. ¼ NE. ¼	36	6	15		
SE. ¼ NE. ¼	36	6	15		
NW. ¼	5	4	16		
W. ½ NW. ¼	6	5	16		
S. ½ NW. ¼	6	6	16		
W. ½ SE. ¼	6	6	16		
NW. ¼ SE. ¼	7	7	16		
NW. ¼ SW. ¼	7	7	16		
NE. ¼ NE. ¼	18	7	16		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 6—Cont'd.		N.	W.		
W. ½ NE. ¼	20	7	16		
SE. ¼	20	7	16		
N. ½ NE. ¼	28	7	16		
SE. ¼ NE. ¼	28	7	16		
NW. ¼	28	7	16		
W. ½ SE. ¼	28	7	16		
SW. ¼ SW. ¼	28	7	16		
N. ½ SE. ¼	32	7	16		
NE. ¼	36	7	16		
SE. ¼ NW. ¼	25	5	17		
N. ½ NE. ¼	27	5	17		
NE. ¼ NW. ¼	27	5	17		
SE. ¼ SE. ¼	6	7	17		
SW. ¼ SE. ¼	6	7	17		
S. ½ NE. ¼	8	7	17		
NW. ¼ NW. ¼	8	7	17		
S. ½ NW. ¼	8	7	17		
S. ½	8	7	17		
S. ½ NE. ¼	10	7	17		
SW. ¼ SW. ¼	10	7	17		
SW. ¼ SE. ¼	12	7	17		
NE. ¼	18	7	17		
W. ½ NE. ¼	22	7	17		
NW. ¼	22	7	17		
N. ½ SW. ¼	22	7	17		
N. ½ NE. ¼	24	7	17		
N. ½ NE. ¼	36	7	17		
SE. ¼ NE. ¼	36	7	17		
		S.	W.		
W. ½ SE. ¼	17	1	3		
W. ½ SE. ¼	21	1	3		
W. ½ NW. ¼	1	1	4		
SE. ¼ NW. ¼	1	1	4		
SW. ¼	1	1	4		
NE. ¼	5	1	4		
E. ½ NW. ¼	5	1	4		
W. ½ NE. ¼	7	1	4		
SW. ¼ NE. ¼	17	1	4		
E. ½ NW. ¼	17	1	4		
S. ½ NW. ¼	19	1	4		
N. ½ SW. ¼	19	1	4		
S. ½ NW. ¼	31	1	4		
N. ½ SW. ¼	31	1	4		
N. ½ SE. ¼	31	1	4		
N. ½ SE. ¼	33	1	4		
N. ½ SW. ¼	33	1	4		
NE. ¼ SW. ¼	35	1	4		
W. ½ SW. ¼	35	1	4		
N. ½	3	1	5		
N. ½	5	1	5		
NW. ¼	31	1	5		
N. ½ SW. ¼	31	1	5		
SE. ¼	33	1	5		
*Division K.—Records, vol. 7.**					
SW. ¼ SE. ¼	3	1	7		
NW. ¼ NW. ¼	9	1	7		
SE. ¼ NW. ¼	9	1	7		
SE. ¼ NE. ¼	9	1	7		
SW. ¼ SW. ¼	11	1	7		
NE. ¼ SE. ¼	13	1	7		
NW. ¼ SE ¼	13	1	7		
NW ¼ NE. ¼	17	1	7		
NE. ¼ NW. ¼	17	1	7		
SE. ¼ NW. ¼	25	1	7		
NE. ¼ SW. ¼	25	1	7		
SW. ¼ NW. ¼	31	1	7		
S. ½ NW. ¼	3	2	7		
SW. ¼	3	2	7		
E. ½ NW. ¼	1	1	8		
SE. ¼ SE. ¼	13	1	9		
SE. ¼ SE. ¼	29	1	9		
Lot 8, SW. ¼	31	1	9		
E. ½ NW. ¼	5	1	10		
NW. SW. ¼	11	1	10		

* 77 tracts equal about 3,080 acres.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 7—Cont'd.		S.	W.		
W. ½ SW. ¼	13	1	10		
S. ½ NE. ¼	19	1	10		
N. ½ SW. ¼	19	1	10		
N. ½ SE. ¼	35	1	10		
NE. ¼ SW. ¼	35	1	10		
N. ½ NW. ¼	11	2	10		
SE. ¼ NE. ¼	15	1	11		
SW. ¼ NE. ¼	29	1	11		
SE. ¼ NW. ¼	15	2	11		
S. ½ NE. ¼	33	2	11		
N. ½ SE. ¼	33	2	11		
SE. ¼ SE. ¼	33	2	11		
W. ½ lot 2 NE. ¼	5	2	12		
N. ½ SE. ¼	13	2	12		
S. ½ NE. ¼	21	2	12		
S. ½ NW. ¼	23	2	12		
E. ½ NW. ¼	11	3	13		
SE. ¼ SW. ¼	7	4	13		
E. ½ NE. ¼	15	3	14		
NW. ¼ NE. ¼	17	3	14		
E. ½ SW. ¼	17	3	14		
E. ½	23	3	14		
S. ½ NW. ¼	23	3	14		
NW. ¼ NE. ¼	25	3	14		
SE. ¼ NE. ¼	25	3	14		
E. ½ NE. ¼	19	5	14		
NE. ¼ SW. ¼	29	5	14		
SW. ¼ SW. ¼	29	5	14		
*Division K.—Records, vol. 8.**					
NE. ¼ NW	20	1	15		
SE. ¼ NW. ¼	20	1	15		
NW. ¼, NW. ¼ SE. ¼	4	2	15		
S. ½ lot 1, NW. ¼	6	2	15		
E. ½ NW. ¼	12	2	15		
N. E. ¼ SW. ¼	28	2	15		
N. ½ NE. ¼	34	2	15		
W. ½ SE. ¼	34	2	15		
E. ½ SW. ¼	34	2	15		
SW. ¼ SE. ¼	36	2	15		
N. ½ SW. ¼	8	3	15		
SE. ¼ SW. ¼	15	3	15		
NW. ¼ NE. ¼	28	3	15		
W. ½ NE. ¼	2	4	15		
NW. ¼	2	4	15		
SW. ¼	2	4	15		
SW. ¼	11	4	15		
W. ½ SE. ¼	11	4	15		
W. ½ NE. ¼	9	5	15		
NW. ¼	9	5	15		
N. ½ SW. ¼	9	5	15		
W. ½ NE. ¼	13	5	15		
E. ½ NW. ¼	13	5	15		
S. ½ NE. ¼	11	6	15		
N. ½ SE. ¼	11	6	15		
S. ½ NW. ¼	4	4	16		
SW. ¼	4	4	16		
W. ½ SE. ¼	10	4	16		
S. ½ NE. ¼	12	4	16		
N. ½ SE ¼	12	4	16		
NW. ¼ NE. ¼	17	7	16		
E. ½ NW. ¼	17	7	16		
NE. ¼ SW. ¼	17	7	16		
SW. ¼ NW. ¼	9	10	16		
N. ½ NW. ¼	9	10	16		
NW. SW. ¼	9	10	16		
N. ½ NE. ¼	17	10	16		
NW. ¼ NW. ¼	22	4	17		
SW. ¼ NW. ¼	22	4	17		
NE. ¼ SW. ¼	22	4	17		
NW. ¼ SW. ¼	22	4	17		
NE. ¼	1	6	17		
S. ½ NE. ¼	32	6	17		
SE. ¼	32	6	17		
S. ½ NW. ¼	32	6	17		

*107 tracts equal about 4,280 acres.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROAD—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		S.	W.		
E. ½ SW. ¼	4	7	17		
SE. ¼	6	7	17		
NW. ¼	8	7	17		
NW. ¼ SW. ¼	8	7	17		
SW. ¼ SW. ¼	8	7	17		
W. ½ NE. ¼	29	9	17		
SW. ¼ SW. ¼	19	11	19		

APPROVED TO STATE UNDER OTHER GRANTS.

*Division K.—Records, vol. 10.**		S.	W.		
NE. ¼	21	11	19		
E. ½ NW. ¼	21	11	19		
N. ½ SE. ¼	21	11	19		
SW. ¼ SE. ¼	15	11	20		
SW. ¼ NE. ¼	22	11	20		
SE. ¼ SW. ¼	29	11	20		
SW. ¼ SW. ¼	29	11	20		
NE. ¼ SW. ¼	29	11	20		

APPROVED TO RAILROADS.

Division K.—Records, vol. 11.†		S.	W.		
W. ½ NW	22	5	18		
SW. ¼ NE	32	5	18		
W. ½ SE	34	5	18		
S. ½ NE., E. ½ SW	36	5	18		
NE. ¼, SE., NW., NE. ¼ SW	2	6	18		
NW. SE., SE. ¼ SW	2	6	18		
E. ½, E. ½ NW., E. ½ SW. ¼	12	6	18		
W. ½ SE. ¼, E. ½ SW. ¼	22	6	18		
All	24	6	18		
All	26	6	18		
S. ½ NE., NW., NE	34	6	18		
E. ½ NW., E. ½ SW	34	6	18		
W. ½ NE. ¼, NW. ¼, SE. ¼	8	8	18		
SW. ¼	26	8	18		
N. ½ NE., SE. ¼ NE	35	8	18		
NW. SE. ¼	35	8	18		
S. ½ NE. ¼	1	9	18		
SE. ¼ NW., E. ½ SW. ¼	1	9	18		
SE. NE., NE. SE	3	9	18		
SE. NE., NE. SE. ¼	11	9	18		
W. ½ NE., E. ½ NW	13	9	18		
S. ½ NW., N. ½ SW	21	10	18		
Lot 10	12	6	19		
NE. ¼	14	6	19		
W. of river NE	8	7	19		
N. ½ NE. ¼, NW	12	7	19		
S. ½ SE., SW	12	7	19		
S. ½ SW	20	7	19		
W. ½ NE	28	7	19		
S. ½ NE., N. ½ SE	32	7	19		
W. of river N. ½ SE	14	8	19		
S. ½ SW. ¼	22	8	19		
S. of river S. ½ NE., S. ½ NW	24	8	19		
NW. SW	24	8	19		
NW. NW	6	9	19		
W. ½ NE., SE. NE	8	9	19		
NE. SE	8	9	19		
N. ½ SE	21	9	19		
SE. NE	3	10	19		
W. ½ NE., W. ½ SE	13	10	19		
S. ½ NW., N. ½ SW. ¼	25	10	19		
W. ½ NE. ¼, NW. ¼	27	10	19		

* 13 tracts equal about 520 acres.
† 615 tracts equal about 24,600 acres.

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROADS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 11—Cont'd.		S.	W.		
N. ½ SW. ¼	27	10	19		
W. ½ NE. ¼, SW. ¼	33	10	19		
E. ½ NW., SW. NW	33	10	19		
S. ½ NE., S. ½ NW	25	6	20		
SE. ¼, E. ½ SW. ¼	25	6	20		
S. ½ NE., NE. NE	3	7	20		
SE. ¼ NW., N. ½ SW	3	7	20		
NE. SE., SE. SW	5	7	20		
NE. NE	7	7	20		
SE. SW. ¼, S. ½ SE. ¼	9	7	20		
NW. ¼ SE	9	7	20		
SE. NE	2	8	20		
NE. ¼ SW. ¼	28	8	20		
SW. NW	34	8	20		
SE. ¼, SE. SW	36	8	20		
N. ½ NE	2	9	20		
N. ½ NW. ¼	2	9	20		
S. ½ NW., W. ½ SW	8	9	20		
NW	14	9	20		
NE	18	9	20		
S. ½ NW	20	9	20		
N. ½ SW. ¼	8	10	20		
W. ½ NW	20	10	20		
E. ½ SW	29	10	20		
W. ½ NW	33	10	20		
E. ½ NE., W. ½ NW	11	7	21		
E. ½ SE	11	7	21		
NW. SE., NE. SW	15	7	21		
NW. SW	27	7	21		
SE	33	7	21		
N. ½ NW., SW. NW	5	8	21		
SW	5	8	21		
NW	7	8	21		
W. ½ SW., SE. SW	9	8	21		
SW. ¼ NE. ¼, SW. ¼ NW. ¼	9	8	21		
S. ½ NW. ¼	11	8	21		
NW. ¼ SW. ¼	12	8	21		
W. ½	15	8	21		
NE. ¼ SW. ¼	23	8	21		
NE. ¼	26	8	21		
E. ½ NE. ¼, NW. ¼ NE. ¼	36	8	21		
SE. ¼ NE. ¼, NW. ¼ SE. ¼	2	9	21		
NE. ¼ SE. ¼	18	9	21		
SE. ¼ SE. ¼, SW. ¼ SW. ¼	2	10	21		
NW. ¼ SE. ¼	4	10	21		
SW. ¼ NE. ¼	6	10	21		
W. ½ NW. ¼, W. ½ SW. ¼	12	10	21		
S. ½ NW. ¼, N. ½ SW. ¼	18	10	21		
E. ½ NE. ¼, NE. ¼ SE. ¼	24	10	21		
NW. ¼ SE. ¼	30	10	21		
N. ½ NW. ¼, E. ½ SW. ¼	6	10	21		
SE. ¼, E. ½ SW. ¼	12	10	21		
E. ½ NE. ¼, SE. ¼ SW. ¼	14	10	21		
SW. ¼ SE. ¼	14	10	21		
S. ½ NW. ¼, S. ½	1	11	21		
E. ½	3	11	21		
NE. ¼, E. ½ NW. ¼	31	11	21		
W. ½ NW. ¼	31	11	21		
N. ½ SE. ¼, N. ½ SW. ¼	31	11	21		
W. ½ NE. ¼, NW. ¼	33	11	21		
N. ½ SW. ¼	33	11	21		
N. ½ SW. ¼	35	11	21		
N. ½ SE. ¼	35	11	21		
SW. ¼	1	8	22		
SE. ¼ NE. ¼, NW. ¼ SE. ¼	13	8	22		
SE. ¼ NE. ¼, NW. ¼ SE. ¼	13	8	22		
W. ½ NE. ¼, NW. ¼	23	8	22		
SE. ¼ NE. ¼	22	9	22		
E. ½ NW. ¼, E. ½ SW. ¼	36	9	22		
W. ½ NE. ¼	2	10	22		
NW. ¼ NW. ¼	10	10	22		
W. ½ SE. ¼	28	11	22		
W. ½ SE. ½	17	13	22		
SE. ¼ SE., W. ½ SW	35	8	23		
SE. ¼ NE	3	9	23		
N. ½, SE. ¼ SE	11	9	23		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROADS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 11—Cont'd.		S.	W.		
NW. ¼ SW., S½ SW	11	9	23		
S. ½ NE	13	9	23		
N. ½ SE	24	9	23		
SW. ¼ NE	8	12	23		
S. ½ NE., N. ½ SE. ¼	13	12	23		
SW. ¼, SW. NW	7	9	24		
NW. SE	7	9	24		
SW. ¼ SW., NE. SW	9	9	24		
E. ½ SE., SE. NW	9	9	24		
SE. NE	9	9	24		
W. ½ NW., W. ½ SW	13	9	24		
SE. SW., S. ½ SE	13	9	24		
W. ½ NE., NW	15	9	24		
W. ½ SE., E. ½ SW	15	9	24		
E. ½, E. ½ NW	17	9	24		
E. ½ SW	17	9	24		
N. ½., E. ½ SE., NW. SE	23	9	24		
SW. NW	27	9	24		
SE	7	10	24		
NE. SW	22	11	24		
SE. NE	30	11	24		
NE. SE	24	12	24		
E. ½ SW., W. ½ SE	15	10	25		
SE. ¼ NW	15	10	25		
NW	27	10	25		
E. ½ SW	12	12	25		
W. ½ NE	3	12	26		
NW. NE., SE. SW	14	13	26		
S. ½ NE., NW	24	13	26		
N. ½ SE., SW. SE	24	13	26		
E. ½ SW	24	13	26		
S. of river, NE. ¼, E½ NW	8	14	26		
NW. SE	26	11	25		
NE. SE	32	11	25		
S. ½ NW., SW	18	14	26		
W. ½ SE	18	14	26		
SE. ¼ NE., NE. SE	20	14	26		
SW	25	14	26		
SE. SE	28	14	26		
SW. NW., NW. SW	30	14	26		
SE. NE., NE. SE	33	14	26		
E. ½ SW., SW. SE. ¼	31	11	27		
NW	5	13	27		
N. ½ SE	34	13	27		
W. ½ SE., SE. SE	18	14	27		
NE. SW., S. ½ SW	18	14	27		
NE. SE	18	14	27		
W. ½ SE	6	15	27		
E. ½ SW., NW. SW	8	15	27		
SE. NW., N. ½ SW	18	15	27		
NW. SE	18	15	27		
S. ½ NE	3	12	28		
W. ½ NE., W. ½ SE	13	12	28		
E. ½ SW	13	12	28		
NE. ¼, E. ½ NW	23	12	28		
N. ½ SE	23	12	28		
NE. NE	36	13	28		
N. of river, E. ½, NW	2	14	28		
NW	7	14	28		
N. of river, N. ½	12	14	28		
SE. SE	13	12	29		
S. ½ SE., NW. SE	19	13	29		
NE. SW., SE. NW	19	13	29		
SW. NE	19	13	29		
SW. SE	21	13	29		
SW. SE	23	13	29		
S. ½ NW., E. ½ SE	27	13	29		
N. ½ SW	27	13	29		
NE. SW., SE. NW	25	13	30		
S. ½ NE	25	13	30		
SE. NE	27	13	30		
*Division K.—Records, vol. 12.**		N.	W.		
NE. ¼ NE. ¼	2	6	18		
NW. ¼ NE. ¼	2	6	18		

*478 tracts equal about 19,120 acres.

List of lands the claim to which may be rejected, they having been approved *he State under* ***other grants*** *(10 L. D., 165)*—Continued.

APPROVED TO RAILROADS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 12—Cont'd.		N.	W.		
SW. ¼ NE. ¼	2	6	18		
SE. ¼ NE. ¼	2	6	18		
NE. ¼ NW. ¼	2	6	18		
SE. ¼ NW. ¼	2	6	18		
SW. ¼ NE. ¼ NW. ¼ NE. ¼	4	6	18		
SE. ¼ SE. ¼	2	7	18		
SW. ¼ SE. ¼	4	7	18		
SW. ¼ NE. ¼	4	7	18		
SE. ¼ SE. ¼	4	7	18		
NW. ¼ SE. ¼	4	7	18		
NE. ¼ SE. ¼	4	7	18		
NE. ¼ NW. ¼	12	7	18		
NW. ¼ SE. ¼	12	7	18		
SW. ¼ NE. ¼	12	7	18		
SE. ¼ NW. ¼	12	7	18		
NE. ¼ NE. ¼	14	7	18		
NW. ¼ NE. ¼	14	7	18		
SE. ¼ NE. ¼	14	7	18		
SW. ¼ NE. ¼	14	7	18		
S. ½ NW. ¼	20	7	18		
SE. ¼ SW. ¼	36	7	18		
NW. ¼ NE. ¼	36	7	18		
SW. ¼ NE. ¼	36	7	18		
SW. ¼ SW. ¼	25	8	18		
SW. ¼ SE. ¼	33	8	18		
SE. ¼ SW. ¼	33	8	18		
SE. ¼ SE. ¼	33	8	18		
SW. ¼ NW. ¼	35	8	18		
NW. ¼ SW. ¼	35	8	18		
SE. ¼ NW. ¼	35	8	18		
NE. ¼ SW. ¼	35	8	18		
SE. ¼ SW. ¼	35	8	18		
N. ½ SE. ¼	5	5	19		
SW. ¼	17	5	19		
S. ½ NE. ¼	19	5	19		
SE. ¼	19	5	19		
E. ½ SW. ¼ (or lot 1)	19	5	19		
SW. ¼ SW. ¼ (S. ½ lot 2)	19	5	19		
NE. ¼ SW. ¼	8	6	19		
NE. ¼ NW. ¼	8	6	19		
SW. ¼ NE. ¼	8	6	19		
SE. ¼ SW. ¼	10	6	19		
S. ½ SE. ¼	10	6	19		
NE. ¼ SW. ¼	12	------	------		
N. ½ NE. ¼	18	------	------		
NE. ¼ NW. ¼	18	------	------		
S. ½ SW. ¼	22	------	------		
SE. ¼ SW. ¼	18	7	19		
SW. ¼ SE. ¼	18	------	------		
SE. ¼ NW. ¼	30	------	------		
SW. ¼ NE. ¼	30	------	------		
NE. ¼ NW. ¼	30	------	------		
NE. ¼ SE. ¼	30	------	------		
SE. ¼ NE. ¼	30	------	------		
SE. ¼ SE. ¼	30	------	------		
SW. ¼ SE. ¼	30	------	------		
SE. ¼ SW. ¼	30	------	------		
W. ½ NW. ¼	19	8	19		
SE. ¼ NE. ¼	1	5	20		
NE. ¼ SE. ¼	1	5	20		
SE. ¼ SW. ¼	3	5	20		
E. ½ SW. ¼	11	------	------		
E. ½ SE. ¼	11	------	------		
NW. ¼	11	------	------		
NW. ¼ NE. ¼	13	------	------		
NW. ¼	13	------	------		
NE. ¼	15	------	------		
N. ½ SW. ¼	15	------	------		
NE. ¼	17	------	------		
N. ½ SE. ¼	17	------	------		
NW. ¼ SW. ¼	19	------	------		
S. ½ SW. ¼	21	------	------		
SE. ¼ NE. ¼	23	------	------		
E. ½ NE. ¼	25	------	------		
E. ½ SE. ¼	25	5	20		
S. ½ NE. ¼	27	------	------		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROADS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 12—Cont'd.		N.	W.		
E. ½, E. ½ NW. ¼, E. ½ SW. ¼	29				
N. ½ SE. ¼	31				
SE. ¼ SW. ¼	6	6	20		
W. ½ NE. ¼	12				
W. ½ NW. ¼, SE. ¼ NW. ¼	20				
N. ½ SW. ¼, SW. ¼ SW. ¼	20				
N. ½	31				
W. ½ NW. ¼	32				
SW. ¼	33				
NW. ¼ NE. ¼	34				
NW. ¼ NE. ¼	2	7	20		
S. ½ SW. ¼	2				
SW. ¼ NE. ¼	2				
W. ½ NE. ¼	4				
E. ½ NW. ¼	4				
SW. ¼	10				
E. ½ NW. ¼	10				
W. ½ NE. ¼	10				
W. ½ SE. ¼	10				
NE. ¼ SE. ¼	24				
E. ½ NE. ¼	24				
W. ½ SW. ¼	24				
E. ½ NE. ¼	26				
NW. ¼ SE. ¼	26				
N. ½ NW. ¼	1	5	21		
SW. ¼ NE. ¼	19	6			
NW. ¼ NE. ¼	19				
NE. ¼ SE. ¼	29				
NW. ¼ SE. ¼	8	7	21		
Frl. NE. ¼	10				
W. ½ SE. ¼, SE. ¼ NE. ¼	12	7	22		
SW. ¼ NE. ¼	12				
SE. ¼ SW. ¼	22	8	23		
SW. ¼ SE. ¼	22				
SW. ¼ SW. ¼	2	9	23		
NE. ¼ NE. ¼	4				
SW. ¼ NE. ¼, S. ½ SW. ¼	34	10	23		
SW. ¼	4	8	24		
SE. ¼ SE. ¼	10	8	24		
S. ½ NW. ¼	12	8	24		
S. ½ SW. ¼	21	8	24		
S. ½ NE. ¼, S. ½ NW. ¼	22	8	24		
N. ½ SE. ¼, N. ½ SW. ¼	22	8	24		
N. ½ NE. ¼, NW. ¼	24	8	24		
E. ½ NE. ¼, E. ½ SE. ¼	25	8	24		
W. ½ NW. ¼	25	8	24		
W. ½ SW. ¼	27	8	24		
NE. ¼	29	8	24		
SW. ¼ SW. ¼	2	9	24		
SW. ¼ SE. ¼	12	9	24		
W. ½ NE. ¼	14	9	24		
SE. ¼ SW. ¼	18	9	24		
NW. ¼ NW. ¼ SE. ¼ NW. ¼	26	9	24		
NE. ¼	14	8	25		
W. ½ NW. ¼, NW. ¼ NE. ¼	25	8	25		
E. ½ SW. ¼	25	8	25		
NE. ¼ SW. ¼	29	8	25		
W. ½ NE. ¼, W. ½ NW. ¼	31	8	25		
SE. ¼ NW. ¼	31	8	25		
W. ½ NE. ¼	35	8	25		
W. ½ SW. ¼	5	8	29		
W. ½ NE. ¼	7	8	29		
W. ½ NW. ¼, SW. ¼	9	8	29		
Frl. N. ½	8	9	29		
N. ½ NW. ¼	5	7	30		
NE. ¼ NE. ¼	7	7	30		
SW. ¼ NW. ¼, S. ½ SE. ¼	6	8	30		
S. ½ NW. ¼, NE. ¼ SW. ¼	25	8	30		
E. ½ SW. ¼, NW. ¼ SE. ¼	29	8	30		
SW. ¼ NE. ¼, NW. ¼	2	9	30		
SE. ¼ SE. ¼, N. ½ SW. ¼	2	9	30		
SW. ¼ SW. ¼	2	9	30		
S. ½ NE. ¼, S. ½ NW. ¼	4	9	30		
SE. ¼, NE. ¼ SW. ¼	4	9	30		
SE. ¼ NW. ¼	6	9	30		
SW. ¼ NE. ¼, E. ½ NE. ¼	8	9	30		

List of lands the claim to which may be rejected, they having been approved to the State under other grants (10 L. D., 165)—Continued.

APPROVED TO RAILROADS—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 12—Cont'd.		N.	W.		
E. ½ NW. ¼, SE. ¼, E. ½ SW. ¼	8	9	30		
W. ½ SW. ¼, E. ½ NW. ¼	10	9	30		
NE. ¼, SW. ¼ SE. ¼	10	9	30		
NW. ¼	12	9	30		
W. ½ NE. ¼, N. ½ SE. ¼	14	9	30		
E. ½ NW. ¼, NW. ¼ NW. ¼	14	9	30		
SW. ¼ SE. ¼	14	9	30		
SW. ¼ SE. ¼, SE. ¼ SW. ¼	22	9	30		
SE. ¼ SW. ¼	28	9	30		
NE. ¼ SW. ¼, S. ½ SW. ¼	30	9	30		
S. ½ SE. ¼	30	9	30		
SW. ¼ SW. ¼, E. ½ SW. ¼	34	9	30		
E. ½ NW. ¼, SE. ¼	34	9	30		
SW. ¼ NE. ¼	13	7	31		
NW. ¼ SW. ¼, S. ½ SW. ¼	17	7	31		
W. ½ SE. ¼, NE. ¼ SE. ¼	2	8	31		
SW. ¼ SW. ¼	2	8	31		
NE. ¼ SE. ¼	4	8	31		
SW. ¼ SE. ¼, SE. ¼ SW. ¼	8	8	31		
NE. ¼ SE. ¼, SW. ¼ SE. ¼	14	9	31		
NE. ¼ NW. ¼, W. ½ NW. ¼	14	9	31		
NW. ¼ NE. ¼	14	9	31		
S. ½ NE. ¼, E. ½ SE. ¼	22	9	31		
E. ½ SE. ¼, SW. ¼ SE. ¼	24	9	31		
W. ½ SW. ¼	36	9	31		
		S.	W.		
N. ½ NE. ¼	5	15	23		
NW. ¼ NE. ¼, S. ½ NE. ¼	7	------	------		
NW. ¼, N. ½ SW. ¼	7	------	------		
N. ½, N. ½ SW. ¼, SE. ¼	1	15	24		
SE. ¼ SW. ¼	1	15	24		
W. ½ NW. ¼, E. ½ NE. ¼	5	15	24		
NE. ¼ SE. ¼, SW. ¼ SE. ¼	5	15	24		
NW. ¼ SW. ¼, S. ½ SW. ¼	5	15	24		
All	9	15	24		
SE. ¼ NW. ¼, E. ½ NE. ¼	11	15	24		
SW. ¼ NE. ¼, N. ½ SE. ¼	11	15	24		
All	13	15	24		
W. ½ NE. ¼, E. ½ NW. ¼	15	15	24		
SW. ¼ NW. ¼	15	15	24		
NE. ¼, E. ½ SE. ¼	23	15	24		
NE. ¼, E. ½ NW. ¼	25	------	------		
SE. ¼ NW. ¼, NW. ¼ SE. ¼	5	16	24		
NE. ¼ SW. ¼	5	16	24		
SW. ¼ NE. ¼, NW. ¼ SE. ¼	7	16	24		
SE. ¼ NW. ¼	17	------	------		
SE. ¼, E. ½ SW. ¼	10	12	24		
		N.	W.		
SE. ¼ NW. ¼	26	9	25		

EXHIBIT NO. 7.—ARKANSAS SWAMP LANDS NOT ADJUSTABLE UNDER EXISTING LAWS.

NOTE.—The tracts herein were patented to individuals prior to the date on which the State agent filed a list claiming them to be swamp lands.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted.

UNSETTLED SWAMP-LAND CLAIM.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 1.**		N.	E.		
N. ½ SW. ¼	7	5	3		Sold Feb. 9, 1859.
NE. ¼	14	10	3		Located Nov. 14, 1857.
S. ½ NE. ¼	18	6	4		Sold Mar. 11, 1857.
R. R., NW. ¼	24	3	4		Sold Jan. 12, 1858.

* 27 tracts equal 1,080 acres.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 1—Cont'd.		N.	E.		
E. ½ SE. ¼	7	5	4		Located Oct. 26, 1858.
Lot 2	6	6	4		Sold Mar. 29, 1858.
Lot 3	6	6	4		Do.
Lot 4	6	6	4		Sold Apr. 1, 1872.
Lot 5	6	6	4		Do.
NW. ¼ SE. ¼	6	6	4		Sold Aug. 1, 1857.
NE. ¼ SE. ¼	6	6	4		Sold July 13, 1859.
W. ½ SE. ¼	18	6	4		Sold Mar. 11, 1857.
SW. ¼	18	6	4		Sold Apr. 17, 1858.
Lot 2 SW. ¼	30	7	4		Located Feb. 6, 1858.
E. ½ SW. ¼	32	9	9		Located Dec. 1, 1857.
SE. ¼ NE. ¼	32	9	9		Do.

[Unadjustable.]

*Division K.—Records, vol. 2.**		N.	E.		
N. ½ SW. ¼	23	12	10		Located July 7, 1857.
NE. ¼ NW. ¼	32	12	10		Sold Sept. 18, 1857.
		S.	E.		
E. ½ NE. ¼	17	1	2		Located Sept. 22, 1859.
W. ½ SW. ¼	8	5	3		Located Oct. 27, 1859.
		S.	W.		
NW. ¼ SW. ¼	20	10	2		Sold June 18, 1857.
NE. ¼ SE. ¼	22	9	2		Sold Aug. 25, 1857.
Division K.—Records, vol. 3.†					
N. ½ NW. ¼	4	11	3		Sold July 6, 1857.
E. ½ SW. ¼	35	12	3		Located Mar. 11, 1857.
S. ½ SE. ¼	14	18	2		Sold June 21, 1858.
W. ½ NE. ¼	23	18	2		Do.
W. ½ SE. ¼	23	18	2		Do.
SE. ¼ SE. ¼	11	19	3		Do.
NW. ¼ SW. ¼	14	19	3		Sold Apr. 1, 1857.
E. ½ SW. ¼	27	11	4		Located Mar. 18, 1857.
SW. ¼ SE. ¼	29	11	4		Sold Aug. 5, 1857.
W. ½ SE. ¼	8	16	4		Located May 8, 1857.
SW. ¼ NW. ¼	31	17	4		Sold Aug. 28, 1857.
S. ½ NW. ¼	18	19	4		Sold June 29, 1857.
N. ½ SW. ¼	18	19	4		Do.
W. ½ NW. ¼	4	11	5		Located Dec. 4, 1857.
E. ½ NE. ¼	5	11	5		Sold Jan. 20, 1858.
SW. ¼ NE. ¼	5	11	5		Sold Feb. 4, 1858.
SW. ¼ NE. ¼	9	11	5		Sold Sept. 14, 1858.
W. ½ NW. ¼	9	11	5		Do.
N. ½ NW. ¼	10	11	5		Sold Mar. 1, 1858.
SE. ¼ SW. ¼	17	11	5		Sold Feb. 4, 1858.
N. ½ NW. ¼	21	11	5		Sold Dec. 14, 1857.
S. ½ NE. ¼	21	11	5		Sold July 26, 1858.
NW. ¼ NW. ¼	27	11	5		Sold Feb. 4, 1858.
SW. ¼ NE. ¼	32	11	5		Sold Jan. 20, 1858.
NE. ¼ SE. ¼	7	18	3		Sold Aug. 17, 1857.
SE. ¼ SE. ¼	12	19	3		Sold Mar. 30, 1857.
W. ½ NE. ¼	27	19	3		Sold Oct. 17, 1857.
Lot 1	31	11	4		Located Aug. 9, 1860.
Lot 5	31	11	4		Do.
W. ½ NE. ¼	8	16	4		Located Mar. 8, 1857.
E. ½ SW. ¼	9	16	4		Located Apr. 10, 1857.
S. ½ NE. ¼	4	17	4		Located July 3, 1857.
S. ½ SW. ¼	14	18	4		Located Mar. 30, 1857.
N. ½ NW. ¼	23	18	4		Do.
NW. ¼ NW. ¼	35	14	5		Sold Sept. 18, 1857.
SW. ¼ NW. ¼	35	14	5		Do.
NE. ¼ NW. ¼	35	14	5		Do.
NW. ¼ SW. ¼	35	14	5		Do.
SE. ¼ SW. ¼	17	15	5		Sold July 8, 1857.
SW. ¼ SW. ¼	2	19	5		Sold Sept. 23, 1858.
NE. ¼ SE. ¼	3	19	5		Do.
E. ½ NE. ¼	17	19	5		Sold Oct. 1, 1858.

* 9 tracts equal 360 acres.

† 77 tracts equal 3,080 acres.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 3—Cont'd.		S.	W.		
NW. ¼ NE. ¼	17	19	5	.....	Sold Oct. 1, 1858.
E. ½ SW. ¼	22	19	5	.....	Located July 14, 1857.
W. ½ SE. ¼	22	19	5	.....	Do.
S. ½ NE. ¼	28	19	5	.....	Do.
N. ½ SE. ¼	28	19	5	.....	Do.
N. B. B., S. ½ NE. ¼	32	19	5	.....	Located June 8, 1857.
SE. ¼ SW. ¼	9	13	5	.....	Sold Aug. 25, 1857.
NW. ¼ SW. ¼	11	17	5	.....	Located Aug. 3, 1857.
S. ½ NW. ¼, SW. ¼	1	19	5	.....	Located July 6, 1857.
*Division K.—Records, vol. 4.**		N.	E.		
SW. ¼ NE. ¼	8	14	3	.....	Sold Sept. 4, 1857.
S. ½ NE. ¼	18	14	3	.....	Sold Nov. 7, 1857.
NW. ¼ NW. ¼	20	14	3	.....	Sold Oct. 19, 1857.
SW. ¼ NE. ¼	20	14	3	.....	Do.
NE. ¼ NW. ¼	20	14	3	.....	Do.
Division K.—Records, vol. 5.†		N.	W.		
NE. ¼ SW. ¼	35	10	13	.....	Located Oct. 26, 1858.
S. ½ SE. ¼	24	15	2	.....	Located June 28, 1859.
SW. ¼	36	17	2	.....	Sold Nov. 29, 1857.
NW. ¼ SE. ¼	35	9	3	.....	Homestead, Jan. 24, 1871.
Lot 11	7	12	3	.....	Homestead, Sept. 18, 1886.
S. ½ SE. ¼	5	2	5	.....	Sold Apr. 1, 1857.
NE. ¼ SE. ¼	5	2	5	.....	Do.
S. ½ NW. ¼	36	13	4	.....	Sold Mar. 16, 1857.
Division K.—Records, vol. 6.‡					
SE. ¼	5	5	8	.....	Homestead, F. C., Dec. 17, 1871.
		S.	W.		
NW. ¼ SW. ¼	14	7	3	.....	Sold Mar. 16, 1859.
N. ½ NE. ¼	19	9	4	.....	Located June 24, 1857.
S. ½ NE. ¼	19	9	4	.....	Located June 4, 1857.
NW. ¼ SE. ¼	19	9	4	.....	Do.
Division K.—Records, vol. 7.§					
SE. ¼ SW. ¼	17	9	6	.....	Located Jan. 4, 1858.
NE. ¼ NE. ¼	19	10	6	.....	Sold Jan. 10, 1859.
NW. ¼ NE. ¼	19	10	6	.....	Located Oct. 12, 1858.
NE. ¼ SW. ¼	19	10	6	.....	Located Aug. 20, 1857.
NW. ¼ SE. ¼	7	7	7	.....	Located Oct. 15, 1857.
NE. ¼ SW. ¼	7	7	7	.....	Do.
S. ½ NE. ¼	7	7	7	.....	Located Oct. 25, 1857.
SE. ¼ SW. ¼	7	7	7	.....	Sold Aug. 18, 1857.
SW. ¼ NE. ¼	7	8	7	.....	Located June 20, 1857.
SW. ¼ NW. ¼	30	7	8	.....	Sold Aug. 4, 1859.
S. ½ SW. ¼	4	1	9	.....	Located Nov. 27, 1857.
NE. ¼ NE. ¼	15	4	9	.....	Sold June 15, 1857.
Lot 4 SW. ¼	31	4	9	.....	Sold May 2, 1857.
N. ½ SE. ¼	34	4	9	.....	Sold April 9, 1866.
NE. ¼ SW. ¼	28	6	9	.....	Sold July 15, 1857.
SW. ¼ NE. ¼	3	7	9	.....	Sold Dec. 9, 1858.
SE. ¼ NW. ¼	2	9	9	.....	Sold Mar. 2, 1859.
W. ½ SW. ¼	23	9	9	.....	Located July 14, 1857.
SW. ¼ NE. ¼	26	9	9	.....	Sold Aug. 5, 1857.
SW. ¼ NE. ¼	23	5	10	.....	Sold Dec. 15, 1859.
SW. ¼ SE. ¼	8	7	10	.....	Sold Nov. 3, 1858.
SW. ¼ SE. ¼	22	9	10	.....	Sold Jan. 21, 1859.
N. ½ NW. ¼	13	10	10	.....	Located May 13, 1859.
SW. ¼ SW. ¼	13	10	10	.....	Sold Nov. 14, 1857.
SE. ¼ SE. ¼	19	.....	.....	.....	Sold Jan. 27, 1859.
NE. ¼ NE. ¼	29	3	11	.....	Sold Feb. 5, 1859.
SW. ¼ SW. ¼	7	6	11	.....	Sold Oct. 6, 1857.
SE. ¼ SW. ¼	31	7	11	.....	Sold Aug. 6, 1857.
SE. ¼ NW. ¼	4	2	12	.....	Sold Oct. 11, 1858.
N. ½ SW. ¼	4	2	12	.....	Sold Sept. 20, 1858.
E. ½	12	2	12	.....	Homestead, 1889.
E. ½ lots 1 and 2 NE. ¼	1	4	13	.....	Sold Jan. 20, 1859.
NE. ¼ SE. ¼	28	9	13	.....	Sold Feb. 9, 1860.

*6 tracts equal 240 acres.
†14 tracts equal about 560 acres.
‡10 tracts equal about 400 acres.
§58 tracts equal about 2,320 acres.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 7—Cont'd.		S.	W.		
NW. ¼ SW. ¼	10	8	14		Sold Oct. 13, 1859.
SW. ¼ NW. ¼	12	8	14		Sold Dec. 9, 1859.
SW. ¼ SE. ¼	12	8	14		Do.
N. ½ SW. ¼	12	8	14		Do.
N. ½ NW. ¼	13	8	14		Do.
SE. ¼ NW. ¼	13	8	14		Do.
*Division K.—Records, vol. 8.**					
SE. ¼ SW. ¼	4	8	11		Commuted to cash Aug. 13, 1873.
SE. ¼ SE. ¼	4	8	11		Commuted to cash Apr. 16, 1874.
SW. ¼ NW. ¼	5	8	11		Final cash, Dec. 8, 1875.
SE. ¼ NW. ¼	5	8	11		Do.
SW. ¼ NE. ¼	5	8	11		Do.
NW. ¼ SE. ¼	5	8	11		Do.
SW. ¼ SE. ¼	5	8	11		Final cash, July 21, 1876.
E. ½ SW. ¼	5	8	11		Final cash, Dec. 8, 1875.
NE. ¼ NW. ¼	6	8	11		Final cash, June 1, 1875.
W. ½ NE. ¼	8	8	11		Final cash, July 21, 1876.
NE. ¼ NW. ¼	8	8	11		Final cash, Dec. 8, 1875.
SE. ¼ NW. ¼	8	8	11		Final cash, Sept. 2, 1873.
NW. ¼ SE. ¼	8	8	11		Final cash, July 21, 1876.
NE. ¼ NW. ¼	9	8	11		Commuted to cash Aug. 13, 1873.
NE. ¼ NW. ¼	12	16	15		Final cash 7179, Jan. 31, 1889.
NW. ¼ NW. ¼	26	16	15		Located July 19, 1880.
SE. ¼	17	10	16		Homestead, Jan. 11, 1872.
W. ½ SE. ¼	18	11	16		Final cash, 6034; patented.
E. ½ SE. ¼	18	11	16		Final cash, 6033; patented.
NW. ¼ SE. ¼	20	11	16		Located Feb. 1, 1861.
SE. ¼ SW. ¼	2	14	16		Sold Aug. 4, 1860.
SE. ¼ NE. ¼	25	15	16		Homestead, final cash, 6316.
N. ½ SE. ¼	25	15	16		Do.
SE. ¼ SE. ¼	25	15	16		Homestead, final cash, 5024; patented.
Lot 9	1	16	16		Homestead, July 1, 1894.
E. ½ SW. ¼	8	16	16		Homestead, Dec. 10, 1889.
NE. ¼ NW. ¼	17	16	16		Do.
NW. ¼ NE. ¼	18	16	16		Homestead, Dec. 2, 1889.
NE. ¼ NW. ¼	18	16	16		Do.
NW. ¼ SE. ¼	3	18	16		Homestead, final cash, 6224; patented.
NW. ¼ NW. ¼	15	18	16		Homestead, final cash, 4550; patented.
NE. ¼ NW. ¼	17	5	17		Located May 3, 1857.
N. ½ SW. ¼	1	11	17		Homestead, final cash, 7211, July 21, 1894.
S. ½ NE. ¼	14	15	17		Cash, 18911, Jan., 1890; patented.
SE. ¼ NW. ¼	15	15	17		Patented to Gordon Feb. 28, 1890.
NW. ¼ SE. ¼	15	15	17		Homestead, Jan. 7, 1891.
NE. ¼ SW. ¼	19	15	17		Cash, 18577, in 1888; patented.
Lot 4	3	16	17		Cash, 18613, in 1888; patented.
NW. ¼ NW. ¼	9	16	17		Homestead, Sept. 13, 1888.
Lot 6, NW. ¼	31	18	17		Final cash, 5536; patented.
NE. ¼ SW. ¼	36	18	17		Homestead, Nov. 5, 1889.
SE. ¼ NW. ¼	36	18	17		Do.
W. ½ SW. ¼	22	11	18		Final cash, 5488; patented.
W. ½ NW. ¼	24	11	19		Final cash, 4194; patented.
NW. ¼ NW. ¼	4	15	19		Final cash, 5673; patented.
NW. ¼ NE. ¼	18	11	20		Sold Feb. 28, 1881.
SW. ¼ NE. ¼	20	11	20		Patent to Wood Aug. 4, 1891.
NW. ¼ NW. ¼	20	11	20		Do.
S. ½ NW. ¼	20	11	20		Do.
E. ½ SE. ¼	20	11	20		Final cash, 4296; patented.
NW. ¼ SE. ¼	20	11	20		Homestead, 1889.
S. ½ NW. ¼	5	7	18		Homestead, 13764, Dec. 6, 1888.
N. ½ SW. ¼	5	7	18		Do.
SW. ¼ SE. ¼	20	9	18		Final cash, 6023.
SE. ¼ SW. ¼	20	9	18		Do.
SE. ¼ NW. ¼	28	9	18		Final cash, 6162.
S. ½ NE. ¼	8	10	18		Final cash, 6024.
N. ½ SE. ¼	8	10	18		Do.
NE. ¼ SE. ¼	11	9	19		Final cash, 6047.
NE. ¼ SW. ¼	19	9	19		Cash, No. 18231.
SE. ¼ NW. ¼	19	9	19		Final cash, 4096.

*241 tracts equal about 8,640 acres.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		S.	W.		
NW. ¼ SW. ¼	5	9	20		Final cash, 3843.
W. ½ SE. ¼	19	17	21		Final cash, 3991.
W. ½ SW. ¼	20	17	21		Cash, 18738.
SW. ¼ NW. ¼	27	4	22		Final cash, 4190.
NW. ¼ SW. ¼	27	4	22		Final cash, 3932.
SE. ¼ NE. ¼	28	4	22		Final cash, 4190.
NE. ¼ SW. ¼	2	5	22		Cash, 18228.
SW. ¼ SE. ¼	3	5	22		Homestead, 16288.
NE. ¼ NE. ¼	10	5	22		Final cash, 4231.
N. ½ NW. ¼	11	5	22		Do.
SE. ¼ SW. ¼	14	5	22		Final cash, 5227.
NE. ¼ NW. ¼	23	5	22		Final cash, 4391.
NW. ¼ NE. ¼	26	5	22		Final cash, 5104.
W. ½ SW. ¼	5	10	22		Final cash, 16490.
NE. ¼ SW. ¼	8	16	22		Cash, No. 18673.
SE. ¼ SW. ¼	9	1	23		Homestead, 14022, Mar. 6, 1889.
SW. ¼ SE. ¼	9	2	23		Homestead, 18005; final cash, 6772.
S. ½ NE. ¼	28	9	24		Final cash, 4363.
NW. ¼ SE. ¼	32	8	25		Final homestead, 4922, Jan. 7, 1888.
N. ½ NE. ¼	29	12	25		Homestead, 14684, Dec. 12, 1889.
SE. ¼ NW. ¼	19	13	25		Final cash, 5149.
SE. ¼ NW. ¼	29	13	25		Final cash, 5842.
NE. ¼ SW. ¼	29	13	25		Homestead, final cash, 6929.
NW. ¼ SW. ¼	7	14	25		Cash, No. 18657.
N. ½ NW. ¼	7	14	25		Do.
SW. ¼ NW. ¼	7	14	25		Do.
E. ½ NE. ¼	1	2	26		Final cash, 5524.
NW. ¼ NE. ¼	1	2	26		Final cash, 4029.
Left bank and in bend of river:					
SW. ¼ NE. ¼	26	14	26		Final cash, 5194.
E. ½ NW. ¼	26	14	26		Do.
SE. frl	26	14	26		Homestead, 10855.
W. of C. Lake, SE. ¼ fr	23	18	26		Homestead, 12951, Sept. 26, 1887.
SE. ¼ SW. ¼	32	7	27		Homestead, 12984, Oct. 13, 1887.
SW. ¼ SE. ¼	32	7	27		Final cash, 5633.
N. ½ NE. ¼	6	11	27		Cash, No. 18614.
S. ½ NE. ¼	6	11	27		Do.
E. ½ NE. ¼	19	13	27		Final cash, 4128.
SE. ¼ NW. ¼	3	18	28		Cash, 18659.
SE. ¼ SE. ¼	8	18	28		Cash, 18924.
N. ½ SW. ¼	9	18	28		Cash, 18924, Apr., 1890.
SW. ¼ SW. ¼	9	18	28		Do.
NE. ¼ NW. ¼	10	18	28		Do.
NW. ¼ SE. ¼	14	18	28		Final cash, 7978.
SE. ¼ SE. ¼	14	18	28		Do.
NE. ¼ SW. ¼	24	18	28		Cash, 18874.
NE. ¼ NW. ¼	3	9	29		Cash, No. 18674.
NW. ¼ SW. ¼	17	11	29		Cash, 18594.
SW. ¼ NE. ¼	18	11	29		Cash, No. 18594,
W. ½ SW. ¼	31	11	29		Homestead, 12993, Oct. 18, 1887.
S. ½ SE. ¼	31	11	29		Homestead, 11543, Dec. 27, 1884.
W. ½ SW. ¼	18	12	29		Final cash, 5815.
W. ½ NW. ¼	30	12	29		Final cash, 5875.
NE. ¼ SW. ¼	30	12	29		Homestead, 14325, Aug. 31, 1889.
SE. ¼ NW. ¼	30	12	29		Do.
E. ½ NE. ¼	36	12	29		Final cash, 6431.
S. ½ NW. ¼	8	13	29		Homestead, 14677, Dec. 11, 1889.
W. ½ SE. ¼	8	13	29		Homestead, 14394, Sept. 24, 1889.
NE. ¼ SW. ¼	10	13	29		Final cash, 4436.
W. ½ NW. ¼	12	13	29		Homestead, 12967, Oct. 4, 1870.
SW. ¼ NE. ¼	14	13	29		Final cash, 4394.
SE. ¼ W. ¼	3	11	30		Homestead, 14134, May 9, 1889.
N. ½ SW. ¼	3	11	30		Do.
SE. ¼ SW. ¼	3	11	30		Homestead, 14365, Sept. 7, 1889.
E. ½ NE. ¼	3	11	30		Do.
NW. ¼ SE. ¼	3	11	30		Homestead, 14134, May 9, 1889.
SW. ¼ SE. ¼	3	11	30		Homestead 14365, Sept. 7, 1889.
NW. ¼ SW. ¼	14	11	30		Homestead 13295, final cash 7175.
Both sides of river, SE. ¼	15	11	30		Do.
NE. ¼ NW. ¼	23	11	30		Final cash 5819.
Left bank of river, S. frl. ½ NW. ¼	23	11	30		Do.
W. ½ NE. ¼	29	11	30		Homestead 13191, Dec. 23, 1887.
E. ½ NW. ¼	29	11	30		Do.
SW. ¼ NE. ¼	30	11	30		Cash No. 18418.
NW. ¼ SE. ¼	30	11	30		Do.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 8—Cont'd.		S.	W.		
S. ½ SE. ¼	2	12	30	.....	Final cash 5812.
S. ½ SW. ¼	2	12	30	.....	Final cash 6949.
SE. ¼ NE. ¼	10	12	30	.....	Homestead 13198, Dec. 23, 1887.
E. ½ SE. ¼	10	12	30	.....	Homestead 13197, Dec. 23, 1887.
N. ½ NE. ¼	11	12	30	.....	Final cash 5812.
SE. ¼ NW. ¼	11	12	30	.....	Final cash 4714.
SW. ¼ NW. ¼	11	12	30	.....	Homestead 13198, Dec. 23, 1887.
W. ½ SW. ¼	11	12	30	.....	Final cash 6828.
SW. ¼ NE. ¼	29	12	30	.....	Homestead 12447, Jan. 29, 1887.
SE. ¼ NW. ¼	29	12	30	.....	Homestead 14646, Dec. 3, 1889.
SE. ¼ NW. ¼	7	10	31	.....	Homestead 1500, Mar. 20, 1890.
SW. ¼ NE. ¼	12	10	31	.....	Final cash 5204.
SW. ¼ SW. ¼	15	10	31	.....	Homestead 14496, Oct. 25, 1889.
S. ½ NW. ¼	25	10	31	.....	Final cash 6068.
S. ½ SE. ¼	18	11	31	.....	Cash 18627.
NE. ¼ NE. ¼	29	11	31	.....	Homestead 13819, Dec. 26, 1888.
SW. ¼ NW. ¼	27	9	32	.....	Homestead 11439, Oct. 22, 1884.
S. ½ NE. ¼	17	10	32	.....	Homestead 16035, Nov. 12, 1891.
SE. ¼ NW. ¼	17	10	32	.....	Do.
S. ½ NE. ¼	25	10	32	.....	Homestead 14518, Oct. 3, 1889.
NE. ¼ SW. ¼	25	10	32	.....	Homestead 13247, Jan. 14, 1888.
N. ½ SE. ¼	25	10	32	.....	Homestead 14518, Oct. 3, 1889.
NE. ¼ SW. ¼	28	10	32	.....	Final cash 4541.
SE. ¼ SW. ¼	2	11	32	.....	Homestead 13138, Dec. 6, 1887.
SW. ¼ SE. ¼	2	11	32	.....	Do.
SW. ¼ SW. ¼	3	11	32	.....	Homestead 14266, Aug. 10, 1889.
N. ½ NE. ¼	11	11	32	.....	Homestead 13340, Nov. 5, 1888.
NE. ¼ NW. ¼	11	11	32	.....	Do.
S. ½ NW. ¼	7	12	32	.....	Final cash 5111.
NE. ¼ SW. ¼	7	12	32	.....	Final cash 4963.
NW. ¼ SW. ¼	7	12	32	.....	Homestead 13047, Nov. 10, 1887.
NW. ¼ SE. ¼	7	12	32	.....	Final cash 4963.
SE. ¼ SW. ¼	25	11	33	.....	Homestead 13202.
SW. ¼ SE. ¼	25	11	33	.....	Do.
SE. ¼ NE. ¼	12	12	33	.....	Homestead 14282, Aug. 19, 1889.
*Division K.—Records, vol. 9.**					
NE. ¼ NW. ¼	12	11	6	.....	Sold Oct. 29, 1857.
NW. ¼ NW. ¼	12	11	6	.....	Do.
SE. ¼ NE. ¼	19	11	6	.....	Sold July 30, 1857.
NW. ¼ NE. ¼	19	11	6	.....	Located July 30, 1857.
NE. ¼ NW. ¼	19	11	6	.....	Do.
SW. ¼ SE. ¼	23	11	6	.....	Sold Aug. 15, 1857.
SE. ¼ SW. ¼	32	12	6	.....	Sold Apr. 20, 1857.
SE. ¼ NE. ¼	1	13	6	.....	Sold May 19, 1857.
SW. ¼ NE. ¼	1	13	6	.....	Sold Feb. 23, 1858.
SW. ¼ NW. ¼	34	13	6	.....	Sold Mar. 14, 1857.
N. ½ SE. ¼	14	15	6	.....	Sold Sept. 8, 1857.
S. ½ SE. ¼	15	15	6	.....	Sold Nov. 17, 1858.
SW. ¼ NW. ¼	18	17	6	.....	Sold Apr. 15, 1857.
SW. ¼ SE. ¼	30	13	7	.....	Sold Aug. 26, 1857.
S. ½ SE. ¼	30	14	7	.....	Sold June 8, 1857.
E. ½ SW. ¼	30	14	7	.....	Do.
SW. ¼ SW. ¼	30	14	7	.....	Sold Dec. 10, 1858.
SE. ¼ NW. ¼	30	14	7	.....	Sold Aug. 11, 1857.
NW. ¼ NE. ¼	30	14	7	.....	Sold Sept. 2, 1858.
SW. ¼ NE. ¼	30	14	7	.....	Sold Aug. 11, 1857.
SW. ¼ NE. ¼	3	15	7	.....	Sold Nov. 7, 1859.
SE. ¼ NW. ¼	3	15	7	.....	Do.
NE. ¼ NW. ¼	4	15	7	.....	Sold Dec. 22, 1858.
NW. ¼ NW. ¼	4	15	7	.....	Sold Dec. 13, 1859.
NW. ¼ SW. ¼	7	15	7	.....	Sold Dec. 6, 1858.
N. ½ NE. ¼	8	15	7	.....	Sold July 13, 1857.
SW. ¼ SE. ¼	8	15	7	.....	Sold Dec. 10, 1858.
NE. ¼ SW. ¼	9	15	7	.....	Sold Dec. 21, 1858.
S. ½ NE. ¼	9	15	7	.....	Do.
SW. ¼ NE. ¼	10	15	7	.....	Sold Aug. 28, 1858.
SE. ¼ NW. ¼	10	15	7	.....	Sold Jan. 11, 1859.
NW. ¼ SE. ¼	10	15	7	.....	Sold Aug. 28, 1858.
NE. ¼ SW. ¼	10	15	7	.....	Sold Jan. 11, 1859.
SE. ¼ SW. ¼	11	15	7	.....	Sold Aug. 23, 1860.
SE. ¼ NE. ¼	11	15	7	.....	Sold Dec. 28, 1858.
SW. ¼ NE. ¼	11	15	7	.....	Sold Dec. 13, 1859.
N. ½ SW. ¼	17	15	7	.....	Sold Jan. 25, 1858.

*683 tracts equal about 27,520 acres; 74 tracts deducted, transferred to swamp land in place claim, equal 2,960 acres; total, 24,560 acres.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
SE. ¼ NE. ¼	17	15	7	.....	Sold Mar. 12, 1858.
SW. ¼ NW. ¼	18	15	7	.....	Sold Dec. 22, 1858.
SE. ¼ NW. ¼	18	15	7	.....	Sold May 24, 1858.
NW. ¼ SE. ¼	13	17	7	.....	Sold July 23, 1857.
SW. ¼ SE. ¼	10	13	8	.....	Sold Oct. 9, 1857.
SE. ¼ SE. ¼	17	13	8	....	Located Dec. 31, 1858, act 1855, W 45730.
SW. ¼ SE. ¼*	.....	.....	.....	.....	
SE. ¼ NE. ¼	24	13	8	.....	Sold Nov. 5, 1859.
NE. ¼ NE. ¼	25	13	8	.....	Sold May 17, 1859.
SE. ¼ NE. ¼	32	13	8	.....	Sold Sept. 20, 1858.
E. ½ NW. ¼	32	13	8	.....	Sold Jan. 5, 1858.
E. ½ NW. ¼	33	13	8	.....	Sold May 2, 1859.
SE. ¼ NW. ¼	1	14	8	.....	Sold Mar. 17, 1857.
SW. ¼ NW. ¼	11	14	8	.....	Sold July 21, 1857.
NE. ¼ SW. ¼	11	14	8	.....	Sold Mar. 17, 1857.
NW. ¼ SW. ¼	12	14	8	.....	Sold Oct. 25, 1859.
NE. ¼ SW. ¼	12	14	8	.....	Sold Aug. 13, 1857.
S. ½ SW. ¼	12	14	8	.....	Do.
NW. ¼ SE. ¼	13	14	8	.....	Sold Jan. 21, 1860.
SE. ¼ NE. ¼	20	14	8	.....	Sold Aug. 30, 1859.
NE. ¼ SE. ¼	20	14	8	.....	Do.
N. ½ SW. ¼	21	14	8	.....	Sold May 10, 1859.
SE. ¼ SW. ¼	21	14	8	.....	Sold Aug. 30, 1859.
NE. ¼ SE. ¼	22	14	8	.....	Sold Dec. 12, 1859.
NW. ¼ SE. ¼	22	14	8	.....	Sold Jan. 27, 1860.
NW. ¼ SW. ¼	23	14	8	.....	Sold Feb. 10, 1859.
E. ½ NW. ¼	23	14	8	.....	Sold Jan. 27, 1860.
W. ½ NE. ¼	23	14	8	.....	Do.
NW. ¼ NE. ¼	26	14	8	.....	Sold Jan. 21, 1860.
NW. ¼ NE. ¼	27	14	8	.....	Sold July 13, 1858.
S. ½ NE. ¼	27	14	8	.....	Sold Jan. 30, 1860.
SW. ¼ SE. ¼	28	14	8	.....	Sold Dec. 2, 1859.
SE. ¼ SW. ¼	28	14	8	.....	Do.
SW. ¼ NE. ¼	34	14	8	.....	Sold Dec. 20, 1859.
NW. ¼ SE. ¼	34	14	8	.....	Do.
NE. ¼	35	14	8	.....	Sold Dec. 8, 1857.
N. ½ SW. ¼	35	14	8	.....	Sold Oct. 10, 1857.
S. ½ NE. ¼	4	15	8	.....	Sold Dec. 2, 1859.
N. ½ SE. ¼	4	15	8	.....	Sold Nov. 19, 1859.
SW. ¼ SE. ¼	6	15	8	.....	Sold Nov. 25, 1857.
SE. ¼ SW. ¼	6	15	8	.....	Do.
NW. ¼ NE. ¼	7	15	8	.....	Do.
SW. ¼ SE. ¼	7	15	8	.....	Sold Jan. 6, 1860.
NE. ¼ NW. ¼	7	15	8	.....	Sold Nov. 25, 1857.
SE. ¼ NW. ¼	7	15	8	.....	Sold Sept. 14, 1859.
NE. ¼ NW. ¼	13	15	8	.....	Sold Feb. 11, 1857.
SW. ¼ NE. ¼	13	15	8	.....	Sold June 12, 1858.
SE. ¼ NE. ¼	13	15	8	.....	Sold Dec. 22, 1858.
SE. ¼ SE. ¼	13	15	8	.....	Sold June 12, 1858.
SW. ¼ SE. ¼	13	15	8	.....	Sold July 24, 1857.
SW. ¼ SW. ¼	13	15	8	.....	Sold May 30, 1857.
SW. ¼ SE. ¼	14	15	8	.....	Sold May 3, 1859.
SW. ¼ NW. ¼	14	15	8	.....	Sold Sept. 29, 1860.
NE. ¼ SE. ¼	17	15	8	.....	Sold Sept. 10, 1857.
SW. ¼ SE. ¼	17	14	8	.....	Do.
NW. ¼ NE. ¼	18	15	8	.....	Sold Jan. 6, 1860.
E. ½ SW. ¼	18	15	8	.....	Sold Aug. 20, 1860.
NW. ¼ NW. ¼	6	19	8	.....	Sold Dec. 7, 1860.
SE. ¼	6	11	9	.....	Sold Aug. 18, 1857.
E. ½ SW. ¼	6	11	9	.....	Sold July 6, 1860.
SW. ¼ SE. ¼	7	11	9	.....	Sold Aug. 18, 1857.
NE. ¼ SW. ¼	9	11	9	.....	Sold Aug. 7, 1859.
SW. ¼ NE. ¼	9	11	9	.....	Do.
NW. ¼ NE. ¼	27	11	9	.....	Sold June 29, 1857.
SE. ½ SW. ¼	35	11	9	.....	Sold July 15, 1858.
NE. ¼ SE. ¼	35	11	9	.....	Sold July 16, 1857.
SE. ¼ NW. ¼	35	11	9	.....	Do.
SW. ¼ NE. ¼	2	12	9	.....	Sold Aug. 11, 1857.
SE. ¼ NW. ¼	13	12	9	.....	Sold July 27, 1857.
SW. ¼ NE. ¼	15	12	9	.....	Sold Mar. 23, 1857.
NW. ¼ NE. ¼	15	12	9	.....	Do.
NE. ¼ NE. ¼	15	12	9	.....	Sold Nov. 28, 1857.
NW. ¼ SE. ¼	15	12	9	.....	Do.
NW. ¼ NW. ¼	15	12	9	.....	Do.

* Not selected.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
N. ½ SE. ¼	21	12	9		Sold June 29, 1857.
NE. ¼ SW. ¼	21	12	9		Do.
SW. ¼ NE. ¼	26	13	9		Sold June 3, 1857.
NE. ¼ SW. ¼	36	13	9		Homestead E. 16761, Mar. 7, 1873.
S. ½ SW. ¼	36	13	9		Sold June 3, 1857.
SW. ¼ SE. ¼	1	14	9		Sold July 30, 1857.
SE. ¼ NW. ¼	3	14	9		Sold Dec. 1, 1859.
SW. ¼ SW. ¼	5	14	9		Sold Dec. 10, 1859.
SE. ¼ NW. ¼	10	14	9		Sold Jan. 4, 1858.
SE. ¼ NW. ¼	18	14	9		Sold Oct. 30, 1858.
NE. ¼ SE. ¼	23	14	9		Sold July 10, 1857.
SE. ¼ SW. ¼	29	14	9		Sold Aug. 19, 1857.
NE. ¼ NW. ¼	33	14	9		Sold July 14, 1857.
SE. ¼ NW. ¼	33	14	9		Sold Oct. 31, 1859.
NW. ¼ NE. ¼	33	14	9		Do.
NE. ¼ NE. ¼	33	14	9		Do.
SE. ¼ NE. ¼	33	14	9		Sold July 14, 1857.
SW. ¼ NE. ¼	2	15	9		Do.
SW. ¼ NW. ¼	5	15	9		Sold Jan. 2, 1860.
SE. ¼ NW. ¼	5	15	9		Sold Jan. 12, 1858.
NE. ¼ SW. ¼	5	15	9		Sold Jan. 2, 1860.
S. ½ NE. ¼	6	15	9		Do.
E. ½ SE. ¼	8	15	9		Sold Aug. 19, 1857.
NW. ¼ SE. ¼	8	15	9		Do.
SW. ¼ SE. ¼	8	15	9		Do.
SW. ¼ NW. ¼	9	15	9		Do.
NW. ¼ SW. ¼	9	15	9		Do.
NW. ¼ NW. ¼	14	15	9		Sold June 11, 1857.
W. ½ NE. ¼	17	15	9		Sold Aug. 2, 1859.
E. ½ SE. ¼	20	15	9		Sold Apr. 9, 1857.
W. ¼ SW. ¼	21	15	9		Do.
SW. ¼ SE. ¼	22	15	9		Sold May 6, 1857.
NE. ¼ SW. ¼	22	15	9		Do.
SE. ¼ SW. ¼	22	15	9		Do.
NW. ¼ NE. ¼	27	15	9		Sold Dec. 15, 1857.
NW. ¼ NW. ¼	27	15	9		Sold Sept. 1, 1859.
NE. ¼ NW. ¼	27	15	9		Sold Dec. 15, 1857.
NW. ¼ SE. ¼	29	15	9		Do.
SW. ¼ NE. ¼	29	15	9		Sold Aug. 19, 1857.
SE. ¼ NW. ¼	36	15	9		Sold July 14, 1857.
NE. ¼ SE. ¼	6	16	9		Sold Nov. 22, 1858.
NW. ¼ SE. ¼	6	16	9		Sold Nov. 6, 1857.
NW. ¼ NE. ¼	7	16	9		Do.
SW. ¼ NE. ¼	7	16	9		Sold Nov. 1, 1859.
NE. ¼ NW. ¼	8	16	9		Sold Oct. 10, 1859.
S. ½ NW. ¼	8	16	9		Sold Oct. 19, 1859.
N. ½ NE. ¼	8	16	9		Sold July 6, 1858.
S. ½ NE. ¼	8	16	9		Sold Nov. 1, 1859.
SW. ¼ NE. ¼	25	17	9		Sold Sept. 2, 1857.
NW. ¼ SE. ¼	25	17	9		Sold June 22, 1857.
N. ½ SW. ¼	1	18	9		Sold June 10, 1857.
SE. ¼ NE. ¼	1	18	9		Sold May 17, 1857.
NW. ¼ SW. ¼	2	18	9		Sold Aug. 28, 1857.
SW. ¼ SE. ¼	27	18	9		Sold Mar. 5, 1857.
NE. ¼ NE. ¼	34	18	9		Sold Mar. 11, 1859.
SW. ¼ NW. ¼	5	11	10		Sold Jan. 26, 1859.
SE. ¼ NW. ¼	5	11	10		Do.
NE. ¼ NE. ¼	9	11	10		Sold July 5, 1860.
NW. ¼ NW. ¼	9	11	10		Sold Aug. 26, 1858.
SW. ¼ SW. ¼	9	11	10		Sold Oct. 31, 1859.
SE. ¼ SW. ¼	9	11	10		Sold Aug. 25, 1859.
NW. ¼ SE. ¼	9	11	10		Do.
SW. ¼ SE. ¼	9	11	10		Sold Aug. 5, 1857.
SW. ¼ NW. ¼	12	11	10		Sold July 9, 1860.
SW. ¼ NE. ¼	25	11	10		Sold Nov. 3, 1859.
W. ½ SE. ¼	25	11	10		Do.
SE. ¼ SW. ¼	25	11	10		Sold May 11, 1857.
E. ½ NW. ¼	36	11	10		Do.
W. ½ NW. ¼	36	11	10		Do.
NW. ¼ SW. ¼	1	13	10		Sold Oct. 20, 1860.
SE. ¼ NW. ¼	13	13	10		Sold Aug. 31, 1859.
SE. ¼ SW. ¼	15	13	10		Sold July 14, 1860.
NE. ¼ SW. ¼	15	13	10		Sold Oct. 1, 1860.
E. ½ SE. ¼	17	13	10		Sold Sept. 27, 1859.
E. ½ NE. ¼	17	13	10		Located Jan. 9, 1860.
SE. ¼ SE. ¼	20	13	10		Located Nov. 5, 1858.
NE. ¼ SE. ¼	20	13	10		Do

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
SE. ¼ NE. ¼	20	13	10	.....	Located Nov. 5, 1858.
NE. ¼ NW. ¼	22	13	10	.....	Sold July 14, 1860.
SE. ¼ SE. ¼	25	13	10	.....	Sold Oct. 7, 1859.
N. ½ NW. ¼	27	13	10	.....	Sold Dec. 24, 1859.
SE. ¼ NE. ¼	33	13	10	.....	Sold Apr. 27, 1857.
NW. ¼ SE. ¼	35	13	10	.....	Sold July 26, 1859.
NE. ¼ SE. ¼	35	13	10	.....	Sold Sept. 5, 1859.
NE. ¼ SW. ¼	35	13	10	.....	Do.
SE. ¼ SW. ¼	35	13	10	.....	Sold Aug. 11, 1859.
E. ½ NE. ¼	35	13	10	.....	Sold Sept. 5, 1859.
NW. ¼ NE. ¼	35	13	10	.....	Sold Dec. 27, 1859.
SW. ¼ NE. ¼	35	13	10	.....	Sold Nov. 8, 1860.
NE. ¼ NE. ¼	36	13	10	.....	Sold Feb. 1, 1859.
NE. ¼ NW. ¼	36	13	10	.....	Sold Sept. 23, 1857.
SW. ¼ NW. ¼	36	13	10	.....	Sold Sept. 5, 1859.
NW. ¼ SW. ¼	36	13	10	.....	Do.
W. ½ SW. ¼	2	14	10	.....	Sold Oct. 3, 1859.
NE. ¼ NE. ¼	7	14	10	.....	Sold Aug. 11, 1859.
SE. ¼ NW. ¼	17	14	10	.....	Sold July 7, 1860.
NE. ¼ SW. ¼	17	14	10	.....	Do.
NE. ¼ SE. ¼	30	14	10	.....	Sold May 7, 1857.
NW. ¼ SE. ¼	30	14	10	.....	Sold Nov. 29, 1858.
NW. ¼	3	15	10	.....	Sold Jan. 13, 1859.
NE. ¼	3	15	10	.....	Sold Dec. 28, 1859.
NE. ¼ SW. ¼	3	15	10	.....	Sold Jan. 13, 1859.
NE. ¼	4	15	10	.....	Sold Sept. 4, 1857.
NE. ¼ SE. ¼	4	15	10	.....	Sold Nov. 11, 1858.
SE. ¼ SW. ¼	4	15	10	.....	Sold May 11, 1857.
SW. ¼ SW. ¼	4	15	10	.....	Sold Dec. 6, 1859.
N. ½ SW. ¼	4	15	10	.....	Sold Oct. 24, 1859.
SE. ¼ NW. ¼	4	15	10	.....	Do.
SW. ¼ SE. ¼	5	15	10	.....	Do.
SE. ¼ SE. ¼	7	15	10	.....	Sold Aug. 31, 1857.
SW. ¼ SE. ¼	7	15	10	.....	Sold Sept. 8, 1857.
SE. ¼ NE. ¼	7	15	10	.....	Sold Sept. 25, 1860.
SW. ¼ NE. ¼	8	15	10	.....	Sold Oct. 11, 1859.
NE. ¼ NE. ¼	8	15	10	.....	Located Oct. 5, 1858.
NW. ¼ NW. ¼	8	15	10	.....	Sold Jan. 4, 1860.
NE. ¼ NW. ¼	8	15	10	.....	Do.
NW. ¼ SW. ¼	8	15	10	.....	Sold Sept. 8, 1857.
NW. ¼ SE. ¼	8	15	10	.....	Sold Nov. 21, 1857.
S. ½ SW. ¼	10	15	10	.....	Sold Mar. 17, 1859.
SE. ¼ SE. ¼	10	15	10	.....	Sold June 14, 1860.
NE. ¼ NW. ¼	15	15	10	.....	Sold Mar. 17, 1859.
E. ½ SW. ¼	18	15	10	.....	Sold Nov. 22, 1858.
NW. ¼ SW. ¼	18	15	10	.....	Do.
SW. ¼ SW. ¼	18	15	10	.....	Located July 28, 1860.
NW. ¼ NE. ¼	18	15	10	.....	Sold Sept. 8, 1857.
W. ½ SE. ¼	18	15	10	.....	Sold Nov. 22, 1858.
NE. ¼ SE. ¼	18	15	10	.....	Sold July 1, 1859.
NW. ¼ SW. ¼	19	15	10	.....	Sold July 6, 1860.
S. ½ SW. ¼	19	15	10	.....	Do.
NE. ¼ NE. ¼	19	15	10	.....	Sold Dec. 27, 1858.
NW. ¼ SW. ¼	20	15	10	.....	Sold Aug. 8, 1857.
SW. ¼ SW. ¼	20	15	10	.....	Sold Oct. 7, 1859.
SE. ¼ SW. ¼	20	15	10	.....	Sold Dec. 11, 1858.
NW. ¼ NW. ¼	29	15	10	.....	Sold Nov. 9, 1859.
NE. ¼ NW. ¼	29	15	10	.....	Sold Sept. 9, 1858.
SE. ¼ NW. ¼	29	15	10	.....	Do.
NW. ¼ SW. ¼	29	15	10	.....	Sold Dec. 24, 1860.
NE. ¼ SW. ¼	29	15	10	.....	Sold Sept. 8, 1860.
W. ½ SW. ¼	30	15	10	.....	Located Apr. 16, 1860.
W. ½ SW. ¼	30	15	10	.....	Do.
SW. ¼ NE. ¼	30	15	10	.....	Sold Apr. 22, 1861.
NE. ¼ NE. ¼	30	15	10	.....	Located July 6, 1860.
E. ½ SE. ¼	30	15	10	.....	Sold Oct. 19, 1859.
NW. ¼	31	15	10	.....	Sold Aug. 19, 1857.
SW. ¼	31	15	10	.....	Do.
NW. ¼ NE. ¼	31	15	10	.....	Sold Aug. 8, 1859.
SW. ¼ NE. ¼	31	15	10	.....	Homestead, final cash, 1887.
SE. ¼ NE. ¼	31	15	10	.....	Do.
NW. ¼ SE. ¼	31	15	10	.....	Do.
SE. ¼ NE. ¼	1	16	10	.....	Sold Sept., 1859.
NE. ¼ SE. ¼	3	16	10	.....	Sold Mar. 19, 1858.
NE. ¼ SW. ¼	9	16	10	.....	Sold Sept. 6, 1858.
N. ½ SE. ¼	9	16	10	.....	Sold Oct. 21, 1857.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
SE. ¼ SE. ¼	10	16	10	.....	Sold Dec., 1859.
SW. ¼ SW. ¼	11	16	10	.....	Located Feb. 8, 1861.
W. ½ NE. ¼	15	16	10	.....	Sold Dec. 3, 1859.
SE. ¼ NE. ¼	18	16	10	.....	Located Feb. 6, 1857.
NE. ¼ SE. ¼	18	16	10	.....	Do.
NW. ¼ SE. ¼	18	16	10	.....	Located July 20, 1857.
NE. ¼ NW. ¼	28	12	11	.....	Sold Dec. 2, 1858.
NW. ¼ NE. ¼	28	12	11	.....	Sold Jan. 22, 1859.
NE. ¼ NE. ¼	25	12	11	.....	Sold May 21, 1858.
SW. ¼ SW. ¼	25	12	11	.....	Sold Dec. 22, 1858.
NW. ¼ NW. ¼	32	12	11	.....	Homestead, Mar. 2, 1881.
SW. ¼ NW. ¼	32	12	11	.....	Do.
NE. ¼ NW. ¼	33	12	11	.....	Sold Feb. 7, 1859.
SW. ¼ SE. ¼	35	12	11	.....	Located June 17, 1859.
SE. ¼ NE. ¼	35	12	11	.....	Sold Nov. 4, 1859.
SE. ¼ SW. ¼	35	12	11	.....	Located June 17, 1859.
NW. ¼ NE. ¼	36	12	11	.....	Sold Dec. 22, 1858.
SW. ¼ NE. ¼	36	12	11	.....	Sold May 3, 1860.
SW. ¼ NW. ¼	36	12	11	.....	Sold Sept. 25, 1860.
SE. ¼ NW. ¼	36	12	11	.....	Sold May 3, 1860.
NW. ¼ NE. ¼	2	12	11	.....	Located June 17, 1859.
SW. ¼ NE. ¼	2	12	11	.....	Located June 14, 1860.
NE. ¼ NW. ¼	2	12	11	.....	Located June 17, 1859.
SE. ¼ NW. ¼	2	12	11	.....	Located June 14, 1860.
NW. ¼ SE. ¼	2	12	11	.....	Located June 14, 1860.
NE. ¼ NW. ¼	15	12	11	.....	Sold Jan. 5, 1860.
NE. ¼ NW. ¼	21	12	11	.....	Sold Nov. 23, 1859.
SE. ¼ NW¼	21	12	11	.....	Do.
NE. ¼ SE. ¼	21	12	11	.....	Sold Sept. 19, 1857.
NW. ¼ SE. ¼	21	12	11	.....	Do.
SE. ¼ SE. ¼	21	12	11	.....	Sold Jan. 10, 1860.
NW. ¼ NE. ¼	22	12	11	.....	Sold Aug. 8, 1857.
NE. ¼ NW. ¼	22	12	11	.....	Sold Sept. 19, 1857.
SW. ¼	22	12	11	.....	Sold Jan. 10, 1860.
NE. ¼ SW. ¼	23	12	11	.....	Sold Feb. 9, 1861.
SE. ¼ SW. ¼	23	12	11	.....	Sold Jan. 8, 1861.
NW. ¼ SW. ¼	26	12	11	.....	Homestead F. Jan. 3, 1880.
SW. ¼ NW. ¼	26	12	11	.....	Do.
NW. ¼ NW. ¼	26	12	11	.....	Sold Feb. 9, 1861.
N. ½ NW. ¼	27	12	11	.....	Sold Jan. 10, 1860.
S. ½ NW. ¼	27	12	11	.....	Do.
SW. ¼ NW. ¼	34	12	11	.....	Sold Aug. 26, 1857.
NW. ¼ SW. ¼	34	12	11	.....	Sold Oct. 16, 1858.
NE. ¼ NE. ¼	35	12	11	.....	Homestead F. C. Nov. 7, 1883.
SW. ¼ SW. ¼	35	12	11	.....	Sold Mar. 4, 1859.
SW. ¼ NW. ¼	1	14	11	.....	Homestead Jan. 30, 1892.
NW. ¼ SW. ¼	1	14	11	.....	Do.
NW. ¼ SE. ¼	2	14	11	.....	Sold Oct. 24, 1859.
SW. ¼ SE. ¼	2	14	11	.....	Do.
W. ½ NE. ¼	3	14	11	.....	Sold Aug. 3, 1857.
NE. ¼ SE. ¼	3	14	11	.....	Do.
NW. ¼ SE. ¼	3	14	11	.....	Homestead F. C., 135; Dec. 3, 1871.
S. ½ SE. ¼	3	14	11	.....	Homestead F. C. Dec. 3, 1871.
SW. ¼ NE. ¼	10	14	11	.....	Homestead, F. C., Dec. 3, 1875.
W. ½ NE. ¼	11	14	11	.....	Sold Jan. 28. 1860.
SE. ¼ NE. ¼	11	14	11	.....	Do.
E. ½ NW. ¼	11	14	11	.....	Do.
SE. ¼	11	14	11	.....	Do.
SE. ¼ NW. ¼	14	14	11	.....	Sold Nov. 30, 1859.
SE. ¼ NW. ¼	14	14	11	.....	Do.
NW. ¼ SE. ¼	32	14	11	.....	Do.
NW. ¼ SE. ¼	1	15	11	.....	Sold Dec. 14, 1859.
NE. ¼ NE. ¼	11	15	11	.....	Sold Dec. 18, 1857.
NE. ¼ SE. ¼	21	15	11	.....	Sold Nov. 23, 1859.
W. ½ NE. ¼	22	15	11	.....	Sold Nov. 5, 1859.
SE. ¼ SE. ¼	22	15	11	.....	Sold May 6, 1857.
NE. ¼ NW. ¼	23	15	11	.....	Sold Apr. 25, 1857.
W. ½ NE. ¼	25	15	11	.....	Sold Oct. 5, 1857.
E. ½ NW. ¼	25	15	11	.....	Sold Jan. 2, 1860.
E. ½ NE. ¼	35	15	11	.....	Sold Nov. 9, 1859.
E. ½ NE. ¼	36	15	11	.....	Sold July 12, 1858.
NE. ¼	1	16	11	.....	Sold Aug. 27, 1857.
NW. ¼ SE. ¼	1	16	11	.....	Do.
S. ½ NE. ¼	5	16	11	.....	Homestead, F. C., Nov. 28, 1876.
E. ½ NW. ¼	5	16	11	.....	Do.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
NW. ¼ SE. ¼	11	16	11	.....	Homestead, F. C., Nov. 28, 1876.
NE. ¼ SE. ¼	11	16	11	.....	Do.
SW. ¼ SW. ¼	11	16	11	.....	Sold Sept. 2, 1858.
NE. ¼ SW. ¼	11	16	11	.....	Sold Dec. 18, 1857.
SE. ¼ SW. ¼	11	16	11	.....	Sold Sept. 3, 1858.
E. ½ NE. ¼	12	16	11	.....	Sold Sept. 29, 1859.
E. ½ SE. ¼	12	16	11	.....	Sold Feb. 23, 1859.
E. ½ NE. ¼	13	16	11	.....	Sold Aug. 17, 1857.
NW. ¼ NE. ¼	13	16	11	.....	Sold Dec. 18, 1858.
SW. ¼ NE. ¼	13	16	11	.....	Sold Feb. 15, 1859.
W. ½ SE. ¼	13	16	11	.....	Do.
NE. ¼ SE. ¼	13	16	11	.....	Sold Aug. 17, 1857.
NW. ¼ SW. ¼	13	16	11	.....	Sold Feb. 15, 1859.
NW. ¼ SW. ¼	15	16	11	.....	Sold July 2, 1859.
NW. ¼ NE. ¼	15	16	11	.....	Sold Sept. 15, 1859.
NE. ¼ NW. ¼	15	16	11	.....	Sold Nov. 27, 1858.
NE. ¼ NW. ¼	22	16	11	.....	Sold Mar. 21, 1860.
NW. ¼ NE. ¼	24	16	11	.....	Sold Nov. 26, 1860.
N. ½ NW. ¼	24	16	11	.....	Sold Feb. 17, 1859.
SW. ¼ NW. ¼	24	16	11	.....	Sold Feb. 10, 1859.
SW. ¼ NW. ¼	27	16	11	.....	Sold July 21, 1857.
NE. ¼ SE. ¼	30	16	11	.....	Sold Sept. 11, 1857.
NW. ¼ NW. ¼	32	16	11	.....	Sold July 26, 1858.
SE. ¼ SW. ¼	17	18	11	.....	Sold Aug. 21, 1857.
NE. ¼ SE. ¼	34	18	11	.....	Homestead F. C., Oct. 6, 1877.
E. ½ SE. ¼	8	11	12	.....	Homestead F. C. June 25, 1888.
SW. ¼ SW. ¼	9	11	12	.....	Homestead E.F.Ctf.June 25,1888
NW. ¼ SW. ¼	9	11	12	.....	Final cash June 25, 1888.
E. ½ NE. ¼	21	11	12	.....	Homestead Sept. 7, 1893.
E. ½ NE. ¼	23	11	12	.....	Sold Aug. 2, 1859.
W. ½ NE. ¼	23	11	12	.....	Homestead Feb. 27, 1893.
E. ½ SE. ¼	23	11	12	.....	Sold Feb. 27, 1858.
W. ½ SE. ¼	23	11	12	.....	Sold June 27, 1857.
SW. ¼ SW. ¼	28	11	12	.....	Sold Dec. 24, 1891.
NE. ¼ SW. ¼	4	12	12	.....	Sold Aug. 27, 1860.
SW. ¼ SW. ¼	4	12	12	.....	Sold Feb. 26, 1861.
SE. ¼ SW. ¼	5	12	12	.....	Sold July 11, 1860.
SW. ¼ SW. ¼	5	12	12	.....	Sold Mar. 29, 1860.
S. ½ NE. ¼	6	12	12	.....	Sold Dec. 20, 1860.
N. ½ SE. ¼	6	12	12	.....	Do.
SW. ¼ SE. ¼	9	12	12	.....	Sold Feb. 26, 1861.
NE. ¼ NW. ¼	9	12	12	.....	Do.
SE. ¼ NW. ¼	15	12	12	.....	Sold Aug. 22, 1857.
E. ½ SW. ¼	15	12	12	.....	Do.
NW. ¼ NW. ¼	17	12	12	.....	Sold Oct. 14, 1859.
SW. ¼ SW. ¼	17	12	12	.....	Do.
NE. ¼ SE. ¼	18	12	12	.....	Homestead, Jan. 2, 1889; F. C. 7029, Feb. 14.
NE. ¼ NW. ¼	21	12	12	.....	Homestead, Jan. 25, 1892.
SW. ¼ NW. ¼	21	12	12	.....	Sold Nov. 10, 1860.
NW. ¼ SW. ¼	21	12	12	.....	Do.
SE. ¼ SW. ¼	21	12	12	.....	Sold Sept. 19, 1859.
NW. ¼ NE. ¼	24	12	12	.....	Sold Sept. 24, 1857.
SW. ¼ NW. ¼	28	12	12	.....	Sold Sept. 12, 1859.
NW. ¼ SW. ¼	28	12	12	.....	Do.
NE. ¼ NW. ¼	29	12	12	.....	Sold Oct. 14, 1859.
S. ½ NW. ¼	29	12	12	.....	Do.
NE. ¼ NE. ¼	30	12	12	.....	Sold May 15, 1857.
SE. ¼ NW. ¼	32	12	12	.....	Sold Oct. 31, 1859.
S. ½ SW. ¼	32	12	12	.....	Located Apr. 6, 1860.
SW. ¼ NE. ¼	33	12	12	.....	Sold Sept. 12, 1859.
NE. ¼ NW. ¼	33	12	12	.....	Sold Oct. 3, 1857.
S. ½ SW. ¼	5	13	12	.....	Sold Mar. 7, 1859.
N. ½ NE. ¼	7	13	12	.....	Do.
SE. ¼ NE. ¼	7	13	12	.....	Do.
NW. ¼ NW. ¼	8	13	12	.....	Do.
SW. ¼ NW. ¼	8	13	12	.....	Do.
SE. ¼ SE. ¼	8	13	12	.....	Sold Mar. 19, 1859.
SE. ¼ SW. ¼	8	13	12	.....	Sold Mar. 7, 1859.
NE. ¼ NW. ¼	9	13	12	.....	Sold Mar. 29, 1860.
SW. ¼ SW. ¼	9	13	12	.....	Sold Mar. 18, 1859.
W. ½ NE. ¼	27	13	12	.....	Sold Sept. 21, 1857.
E. ½ NW. ¼	27	13	12	.....	Do.
NW. ¼ NW. ¼	28	13	12	.....	Sold Nov. 1, 1859.
NE. ¼ NE. ¼	32	13	12	.....	Sold Jan. 7, 1859.
SE. ¼ NW. ¼	32	13	12	.....	Sold July 9, 1857.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 9—Cont'd.		S.	W.		
SW. ¼ SE. ¼	32	13	12	.....	Sold Dec. 8, 1858.
SW. ¼ NW. ¼	33	13	12	.....	Sold Nov. 29, 1859.
NW. ¼ NE. ¼	4	14	12	.....	Sold Aug. 5, 1857.
SW. ¼ SW. ¼	4	14	12	.....	Sold Mar. 28, 1857.
SE. ¼ NE. ¼	5	15	12	.....	Sold Sept. 20, 1859.
NW. ¼ SE. ¼	5	15	12	.....	Sold Dec. 12, 1859.
SW. ¼ SE. ¼	5	15	12	.....	Do.
NW. ¼ NE. ¼	8	15	12	.....	Do.
NE. ¼ NW. ¼	8	15	12	.....	Do.
SE. ¼ NW. ¼	8	15	12	.....	Do.
SW. ¼ NE. ¼	17	15	12	.....	Sold Dec. 5, 1859.
NW. ¼ SE. ¼	17	15	12	.....	Do.
NW. ¼ SE. ¼	25	15	12	.....	Sold Apr. 20, 1857.
NW. ¼ NE. ¼	32	15	12	.....	Sold July 30, 1857.
SE. ¼ NW. ¼	3	17	12	.....	Sold May 5, 1857.
N. ½ NE. ¼	11	17	12	.....	Do.
NE. ¼ NW. ¼	11	17	12	.....	Do.
S. ½ NW. ¼	11	17	12	.....	Do.
S. ½ NW. ¼	12	17	12	.....	Do.
SW. ¼ SW. ¼	22	17	12	.....	Sold Oct. 4, 1858.
NW. ¼ SE. ¼	22	17	12	.....	Sold July 27, 1857.
SW. ¼ NW. ¼	31	18	12	.....	Sold Nov. 26, 1857.
NE. ¼ SE. ¼	32	18	12	.....	Sold Sept. 1, 1857.
NW. ¼ NE. ¼	34	18	12	.....	Sold Aug. 19, 1857.
S. ½ SW. ¼	36	18	12	.....	Sold June 11, 1857.
SW. ¼ SE. ¼	36	18	12	.....	Sold Jan. 29, 1859.
NE. ¼ SW. ¼	29	19	12	.....	Sold February, 1859.
SE. ¼ SW. ¼	1	12	13	.....	Sold Dec. 13, 1860.
W. ½ SE. ¼	3	12	13	.....	Sold Dec. 5, 1860.
NE. ¼ NW. ¼	6	12	13	.....	Sold Jan. 22, 1861.
W. ½ NW. ¼	6	12	13	.....	Do.
N. ½ NE. ¼	9	12	13	.....	Sold Jan. 29, 1861.
W. ½ SW. ¼	11	12	13	.....	Sold Sept. 7, 1860.
E. ½ SW. ¼	12	12	13	.....	Sold Nov. 19, 1860.
SE. ¼ NW. ¼	14	12	13	.....	Sold Jan. 4, 1859.
NW. ¼ SW. ¼	17	12	13	.....	Sold Aug. 31, 1859.
NE. ¼ SE. ¼	18	12	13	.....	Do.
SE. ¼ SE. ¼	18	12	13	.....	Sold Jan. 10, 1860.
SE. ¼ NE. ¼	20	12	13	.....	Sold July 11, 1859.
SW. ¼ NW. ¼	20	12	13	.....	Sold July 9, 1860.
NW. ¼ SW. ¼	20	12	13	.....	Sold July 11, 1859.
NE. ¼ SW. ¼	20	12	13	.....	Sold Dec. 26, 1859.
W. ½ SW. ¼	21	12	13	.....	Located Mar. 29, 1859.
SE. ¼ NW. ¼	4	15	7	.....	Sold Nov. 7, 1859.
SE. ¼ NW. ¼	8	15	7	.....	Sold July 13, 1857.
SW. ¼ NW. ¼	8	15	7	.....	Located June 2, 1857.
NE. ¼ NW. ¼	9	15	7	.....	Sold July 13, 1857.
NW. ¼ NW. ¼	9	15	7	.....	Sold Mar. 4, 1851.
SE. ¼ SE. ¼	9	13	8	.....	Sold Oct. 2, 1858.
NE. ¼ SE. ¼	17	13	8	.....	Sold May 11, 1860.
NW. ¼ SW. ¼	36	14	8	.....	Sold Mar. 19, 1859.
Right bank S. of river, NE. fr	6	11	9	.....	Sold Aug. 18, 1857.
SE. ¼ SW. ¼	5	16	9	.....	Sold Oct. 20, 1859.
SW. ¼ SE. ¼	6	16	9	.....	Sold May 26, 1857.
W. ½ SE. ¼	8	16	9	.....	Sold Nov. 1, 1859.
NE. ¼ SE. ¼	8	16	9	.....	Sold Oct. 19, 1859.
SW. ¼ NE. ¼	10	18	9	.....	Homestead, 17131, Dec. 5, 1893.
SW. ¼ NE. ¼	22	17	12	.....	Sold July 27, 1857.
SE. ¼ NW. ¼	11	15	7	.....	Sold Dec. 13, 1859.
NW. ¼ SW. ¼	36	11	9	.....	Sold Nov. 4, 1859.
W. ½ SE. ¼	8	11	9	.....	Located in 1861, Wt. act 1855.
S. ½ SE. ¼	22	19	9	.....	Homestead, 16596.
SW. ¼ SW. ¼	24	19	9	.....	Sold Jan. 29, 1859.
SE. ¼ SE. ¼	5	15	10	.....	Located Oct. 5, 1858,
SW. ¼ SW. ¼	29	15	10	.....	Sold Nov. 30, 1860.
E. ½ NE. ¼	2	13	11	.....	Located June 17, 1859.
NE. ¼ SW. ¼	27	13	11	.....	Located April 10, 1860.
NW. ¼ SE. ¼	27	13	11	.....	Do.
SE. ¼ NE. ¼	10	14	11	.....	Final homestead, 734, Camden.
Frl. NE. ¼	5	15	11	.....	Homestead, 15718.
SW. ¼ NW. ¼	13	15	11	.....	Located Dec. 13, 1860.
NW. ¼ SW. ¼	13	15	11	.....	Homestead, 17138.
NE. ¼ NW. ¼	15	12	12	.....	Sold Aug. 22, 1857, C. E. 7091.
SE. ¼ NW. ¼	25	15	12	.....	Homestead, 17387.
SW. ¼ NE. ¼	25	15	12	.....	Do.

***List** of lands sold or located after the indemnity period, and which can not therefore be adjusted*—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
*Division K.—Records, vol. 10.**		S.	W.		
W. ½ NW. ¼	21	14	13	.....	Sold Nov. 21, 1857.
SW. ¼ NW. ¼, SE. ¼ SE. ¼	4	16	13	.....	Sold Sept. 7, 1857.
NW. ¼ SW. ¼	5	16	13	.....	Located July 7, 1857.
SE. ¼ NE. ¼, NE. ¼ SE. ¼	6	16	13	.....	Do.
SW. ¼ SE. ¼	6	16	13	.....	Sold July 21, 1857.
NW. ¼ NE. ¼	7	16	13	.....	Sold Oct. 14, 1857.
SW. ¼ NE. ¼	7	16	13	.....	Sold Aug. 4, 1857.
NW. ¼ SE. ¼	7	16	13	.....	Sold Aug. 5, 1857.
NW. ¼ NE. ¼	8	16	13	.....	Sold Sept. 9, 1857.
E. ½ SW. ¼, SW. ¼ SW. ¼	10	16	13	.....	Sold July 11, 1857.
NW. ¼ SW. ¼	10	16	13	.....	Sold Oct. 26, 1857.
SE. ¼ SW. ¼	17	16	13	.....	Sold July 13, 1857.
S. ½ NE. ¼	18	16	13	.....	Sold Oct. 26, 1858.
N. ½ SE. ¼	18	16	13	.....	Sold May 3, 1860.
Right bank of river, NW. fr	20	16	13	.....	Sold Mar. 13, 1857.
S. ½ NW. ¼	21	16	13	.....	Sold May 25, 1857.
W. ½ SW ¼	21	16	13	.....	Sold May 21, 1857.
NE. ¼ NW. ¼, NW. ¼ SE. ¼	24	16	13	.....	Sold Nov. 4, 1857.
SW. ¼ SW. ¼	28	16	13	.....	Sold July 11, 1857.
SE. ¼ NW. ¼	33	16	13	.....	Sold May 5, 1857.
SW. ¼ SW. ¼	6	11	14	.....	Sold Nov. 28, 1859.
SE. ¼ NE. ¼, NE. ¼ SW ¼	8	15	14	.....	Sold Aug. 14, 1857.
SW. ¼ NW. ¼	9	15	14	.....	Do.
E. ½ NE. ¼, NE. ¼ SE. ¼	10	15	14	.....	Homestead, final cash, Dec. 15, 1885.
NW. ¼ NW. ¼	11	15	14	.....	Homestead, final cash, Dec. 7, 1885.
E. ½ NW. ¼	18	15	14	.....	Sold Feb. 9, 1858.
SW. ¼ SE. ¼	18	15	14	.....	Sold Feb. 11, 1861.
N. ½ NE. ¼, SW. ¼ NE. ¼	19	15	14	.....	Sold Aug. 21, 1857.
NE. ¼ NW. ¼	19	15	14	.....	Sold Oct. 16, 1857.
N. ½ NW. ¼	20	15	14	.....	Sold May 3, 1858.
NE. ¼ NW. ¼	3	16	14	.....	Sold June 12, 1857.
NE. ¼ SW. ¼, SW. ¼ SW. ¼	12	16	14	.....	Sold July 2, 1857.
NW. ¼ NE. ¼	13	16	14	.....	Sold Jan. 2, 1858.
E. ½ NE. ¼	32	19	14	.....	Homestead, final cash, Jan. 5, 1888.
SW. ¼ NW. ¼, NW. ¼ SW. ¼	33	19	14	.....	Homestead, final cash, No. 4913.
SE. ¼ SE. ¼	3	11	15	.....	Sold Apr, 13, 1857.
S½. SW. ¼	9	11	15	.....	Homestead, Dec. 3, 1886.
NW. ¼ SW. ¼, S. ½ SW. ¼	10	11	15	.....	Sold Apr. 13, 1857.
NW. ¼ SE. ¼	10	11	15	.....	Sold Mar. 24, 1857.
SW. ¼ NE. ¼	10	11	15	.....	Sold Apr. 21, 1857.
NW. ¼ NE. ¼	11	11	15	.....	Sold May 19, 1858.
NE. ¼ NE. ¼	21	11	15	.....	Sold Apr. 12, 1860.
E. ½ SE. ½	21	11	15	.....	Sold Sept. 7, 1859.
S. ½ SW. ½	33	11	15	.....	Sold Mar. 16, 1858.
SE. ¼ NE. ¼	34	11	15	.....	Homestead F. C., Aug. 28, 1887.
NE. ¼ SE. ¼	35	11	15	.....	Homestead F. C., Aug. 23, 1887.
N. ½ SW. ¼	36	11	15	.....	Do.
W. ½ NE. ¼	4	12	15	.....	Sold F. C., Aug. 25, 1887.
W. ½ SE. ¼ and E. ½ SW. ¼	4	12	15	.....	Do.
SW. ¼ NE. ¼	5	12	15	.....	Homestead F. C., Jan. 14, 1886.
NW. ¼ SE. ¼ and NE. ¼ SW. ¼	2	13	15	.....	Located Jan. 14, 1858.
NW. ¼ SE. ¼	23	13	15	.....	Sold Feb. 9, 1876.
NE. ¼ SE. ¼ and SE. ¼ NE. ¼	24	13	15	.....	Sold Oct. 28, 1858.
E. ½ SW. ¼	28	13	15	.....	Sold Mar. 5, 1857.
S. ½ NE. ¼ and NE. ¼ SE. ¼	29	13	15	.....	Homestead F. C., Sept, 29, 1876.
SE. ¼ SE. ¼	29	13	15	.....	Homestead F. C., June 6, 1877.
N. ½ NW. ¼ and SE. ¼ NW. ¼	3	14	15	.....	Sold Mar. 5, 1857.
W. ½ SE. ¼	3	14	15	.....	Do.
NW. ¼ NW. ¼	4	14	15	.....	Sold Sept. 2, 1879.
NE. ¼ SW. ¼ and S. ½ NW. ¼	4	14	15	.....	Homestead F. C., 1046.
SE. ¼ NE. ¼	5	14	15	.....	Do.
N. ½ NE. ¼ and SW. ¼ NE. ¼	5	14	15	.....	Sold F. C., Sept. 2, 1879.
SE. ¼	5	14	15	.....	Homestead F. C., Jan. 26, 1877.
E. ½ NE. ¼	8	14	15	.....	Located May 9, 1857.
W. ½ NW. ¼ and W. ½ SW. ¼	8	14	15	.....	Located Aug. 4, 1857.
E. ½ NW. ¼	10	14	15	.....	Homestead F. C., Jan. 3, 1883.
SE. ¼ NE. ¼	32	14	15	.....	Sold June 6, 1857.
NE. ¼ NE. ¼	1	15	15	.....	Homestead Dec. 22, 1878.
N. ½ SW. ¼	2	15	15	.....	Com. cash Aug. 9, 1878.
SW. ¼ SW. ¼	2	15	15	.....	Homestead F. C., Feb. 11, 1875.
S. ½ NE. ¼ and NE. ¼ SE. ¼	3	15	15	.....	Homestead F. C., Jan. 30, 1877.
SE. ¼ SE. ¼	3	15	15	.....	Homestead F. C., Feb. 11, 1875.
E. ½ NE. ¼	4	15	15	.....	Sold June 6, 1857.

*355 tracts equal about 14,200 acres; less 70 tracts put in "Vacant," 2,800 acres; 285 tracts, 11,400 acres.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
SE. ¼ NW. ¼ and NE. ¼ SE. ¼	4	15	15		Sold June 6, 1857.
N. ½ NW. ¼	5	15	15		Sold Sept. 16, 1857.
E. ½ SW. ¼	6	15	15		Sold Sept. 12, 1857.
SW. ¼ SW. ¼	6	15	15		Sold Aug. 17, 1857.
NE. ¼ NW. ¼	7	15	15		Sold Sept. 12, 1857.
W. ½ NW. ¼	7	15	15		Sold Aug. 17, 1857.
S. ½ SW. ¼	8	15	15		Homestead final cash, Jan. 30, 1875.
NW. ¼ NE. ¼	10	15	15		Homestead final cash, June 1, 1874.
W. ½ NW. ¼	11	15	15		Homestead final cash, Feb. 11, 1875.
NW. ¼ SE¼	11	15	15		Sold Apr. 13, 1857.
NW. ¼ NW. ¼	14	15	15		Sold Apr. 28, 1857.
SE. ¼ SW. ¼	14	15	15		Sold Oct. 30, 1857.
W. ½ SE. ¼	22	15	15		Sold Feb. 9, 1858.
East of river, SW. ¼	22	15	15		Sold Apr. 30, 1857.
West of river, W. ½ SW. ¼	22	15	15		Do.
Left bank of river, SW. ¼ NW. ¼	23	15	15		Do.
Right bank of river, S. ½ NW. ¼	23	15	15		Do.
N. ½ NE. ¼, NE. ¼ NW. ¼	28	15	15		Homestead final cash Nov. 30, 1875.
Lot 2 of NE. ¼	3	16	15		Homestead, Dec. 20, 1889.
E. ½ NE. ¼	10	16	15		Homestead, Dec. 22, 1888.
SE. ¼ NE. ¼	27	15	16		Sold July 28, 1857.
NE. ¼ SW. ¼	8	18	16		Sold Aug. 1, 1857.
W. ½ NE. ¼	19	18	16		Sold May 1, 1860.
SE. ¼ NE. ¼	20	18	16		Sold June 12, 1857.
NE. ¼ NE. ¼	31	18	16		Sold Nov. 24, 1859.
NW. ¼ NW. ¼	31	18	16		Sold Jan. 2, 1858.
SE. ¼ NW. ¼	32	18	16		Sold Mar. 9, 1857.
SW. ¼ SW. ¼	5	19	16		Sold Nov. 20, 1857.
SE. ¼ SE. ¼	6	19	16		Do.
SW. ¼ SW. ¼	27	19	16		Sold Jan. 16, 1860.
SE. ¼ SE. ¼	33	19	16		Sold June 26, 1858.
W. ½ NE. ¼	13	12	17		Homestead final cash, Jan. 18, 1875.
N. ½ SW. ¼	14	12	17		Homestead final cash, Aug. 2, 1878.
SE. ¼ SE. ¼	32	14	17		Sold Sept. 29, 1857.
NW. ¼ SE. ¼	23	15	17		Sold Oct. 21, 1859.
SW. ¼ SW. ¼	24	15	17		Sold Nov. 8, 1859.
NW. ¼ NE. ¼	25	15	17		Homestead final cash, Sept. 29, 1877.
SW. ¼ SW. ¼	27	17	17		Sold May 11, 1857.
SE. ¼ NE. ¼	35	19	17		Sold Jan. 29, 1858.
NE. ¼ SE. ¼	35	19	17		Do.
NW. ¼ NW. ¼	1	20	17		Sold Dec. 7, 1857.
NE. ¼	3	20	17		Do.
NW. ¼	4	20	17		Sold June 8, 1857.
S. ½ NE. ¼	5	20	17		Do.
SE. ¼ SE. ¼	13	15	18		Homestead final cash, Apr. 16, 1874.
SE. ¼ NW. ¼	20	15	18		Sold Mar. 10, 1857.
NW. ¼ SW. ¼	21	15	18		Homestead final cash, Jan. 30, 1877.
NW. ¼ SE. ¼	26	15	18		Sold Nov. 3, 1857.
S. ½ SE. ¼	26	15	18		Do.
SW. ¼ NE. ¼	5	16	18		Located Mar. 24, 1858.
SE. ¼ NW. ¼	5	16	18		Do.
NW. ¼ SE. ¼	5	16	18		Do.
NE. ¼ SW. ¼	5	16	18		Do.
SW. ¼ NE. ¼	6	16	18		Sold Sept. 8, 1859.
SW. ¼ SW. ¼	12	18	18		Sold Aug. 28, 1857.
NW. ¼ SE. ¼	13	18	18		Sold Aug. 7, 1857.
NW. ¼ SE. ¼	24	18	18		Sold May 2, 1857.
SE. ¼ NE. ¼	24	18	18		Sold Mar. 17, 1857.
SE. ¼ NE. ¼	25	18	18		Do.
E. ½ NE. ¼	33	18	18		Sold Aug. 21, 1858.
NW. ¼ NW. ¼	13	18	18		Sold Aug. 28, 1857.
E. ½ SE. ¼	33	18	18		Sold Feb. 22, 1858.
SW. ¼ NW. ¼	34	18	18		Sold Feb. 6, 1858.
SW. ¼	34	18	18		Do.
E. ½ NE. ¼	4	19	18		Sold Mar. 22, 1858.
NE. ¼ SE. ¼	4	19	18		Sold April 1, 1858.
S. ½ SE. ¼	4	19	18		Do.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 10—Cont'd.		S.	W.		
N. ½ NE. ¼	20	19	18	.....	Sold Aug. 17, 1857.
NW. ¼	21	19	18	.....	Sold Sept. 3, 1857.
NE. ¼ SW. ¼	21	19	18	.....	Do.
NE. ¼ NE. ¼	24	19	18	.....	Sold Aug. 13, 1857.
NE. ¼ NE. ¼	27	19	18	.....	Sold Aug. 21, 1857.
W. ½ NE. ¼	27	19	18	.....	Sold Aug. 28, 1857.
W. ½ NE. ¼	31	19	18	.....	Sold Mar. 23, 1857.
S. ½ NE. ¼	36	19	18	.....	Sold Aug. 24, 1857.
NE. ¼ SE. ¼	2	11	19	.....	Sold Jan. 30, 1860.
N. ½ SW. ¼	4	11	19	.....	Sold Dec. 19, 1857.
NE. ¼ SE. ¼	5	11	19	.....	Sold Oct. 18, 1859.
SW. ¼ SE. ¼	28	15	18	.....	Sold Mar. 9, 1857.
E. ½ NW. ¼	5	11	19	.....	Sold Oct. 10, 1859.
NW. ¼ SE. ¼	19	11	19	.....	Sold Sept. 2, 1858.
N. ½ SW. ¼	19	11	19	.....	Do.
E. ½ SE. ¼	20	11	19	.....	Sold Nov. 15, 1859.
E. ½ SW. ¼	20	11	19	.....	Do.
W. ½ SE. ¼	20	11	19	.....	Do.
W. ½ NE ¼	20	11	19	.....	Sold July 1, 1859.
NE. ¼ NW. ¼	28	11	19	.....	Do.
N. ½ NE. ¼	28	11	19	.....	Sold Nov. 15, 1859.
NW. ¼ SW. ¼	28	11	19	.....	Sold Aug. 6, 1859.
SW. ¼ NW. ¼	30	11	19	.....	Sold Nov. 28, 1857.
NW. ¼ NW. ¼	30	11	19	.....	Sold Nov. 18, 1857.
NW. ¼ SW. ¼	30	11	19	.....	Sold Nov. 28, 1857.
SW. ¼ SW. ¼	30	11	19	.....	Sold Aug. 14, 1858.
NW. ¼ NE. ¼	32	11	19	.....	Sold Aug. 18, 1859.
SE. ¼ NW. ¼	13	15	19	.....	Sold May 14, 1859.
NW. ¼ NE. ¼	13	15	19	.....	Sold Apr. 16, 1859.
SW. ¼ NE. ¼	13	15	19	.....	Sold June 23, 1860.
NW. ¼ SW. ¼	15	14	19	.....	Sold Aug. 13, 1857.
W. ½ SE. ¼	19	15	19	.....	Sold Apr. 17, 1857.
E. ½ SW. ¼	19	15	19	.....	Do.
NE. ¼	30	15	19	.....	Sold May 20, 1857.
SW. ¼ NW. ¼	30	15	19	.....	Do.
NW. ¼ SW. ¼	12	19	19	.....	Sold Sept. 19, 1857.
SE. ¼ SE. ¼	21	19	19	.....	Located Nov. 18, 1858.
SE. ¼ SW. ¼	22	11	20	.....	Sold Nov. 9, 1857.
N. ½ NE. ¼	32	11	20	.....	Sold Jan. 5, 1858.
SW. ¼ NE. ¼	25	15	20	.....	Sold May 20, 1857.
*Division K.—Records, vol. 11.**					
SE. ¼ NE. ¼	10	10	19	.....	Sold June 12, 1857.
W. ½ NE. ¼, W. ½ SE. ¼	30	10	20	.....	Sold Dec. 24, 1857.
NE. ¼ SW. ¼	30	10	20	.....	Do.
E. ½ NW. ¼	30	10	20	.....	Sold Nov. 9, 1859.
SE. ¼	32	10	20	.....	Sold Nov. 17, 1859.
SE. ¼ SW. ¼	32	7	21	.....	Sold Apr. 15, 1857.
NW. ¼ NE. ¼	22	17	21	.....	Sold May 22, 1857.
NE. ¼ SE. ¼	22	17	21	.....	Sold Sept. 13, 1858.
N. ½ NE. ¼	31	17	21	.....	Sold Nov. 21, 1860.
S. ½ SE. ¼	28	6	22	.....	Sold July 23, 1857.
NW. ¼ NW. ¼	32	6	22	.....	Sold Oct. 1, 1857.
NE. ¼ SW. ¼	11	12	22	.....	Sold Dec. 18, 1858.
W. ½ NE. ¼	14	14	22	.....	Sold May 4, 1857.
NW. ¼ SW. ¼	11	15	22	.....	Sold Apr. 2, 1860.
SE. ¼ NE. ¼	35	18	22	.....	Sold Sept. 16, 1858.
S. ½ SE. ¼	35	18	22	.....	Sold June 25, 1860.
SE. ¼ SE. ¼	18	2	23	.....	Sold Nov. 12, 1859.
SW. ¼ NE. ¼	33	11	23	.....	Sold July 6, 1860.
SW. ¼ NE. ¼, N. ½ SE. ¼	30	14	23	.....	Sold Aug. 11, 1858.
NW. ¼ NW. ¼	19	16	23	.....	Homestead final cash, Dec. 15, 1875.
NE. ¼ NE. ¼	25	16	23	.....	Sold Feb. 8, 1860.
SE. ¼ SW. ¼	25	16	23	.....	Sold Dec. 14, 1858.
SE. ¼ SW. ¼	28	8	24	.....	Sold Dec. 15, 1859.
S. ½ NE. ¼	5	9	25	.....	Sold Oct. 8, 1858.
N. ½ NE. ¼	5	9	25	.....	Sold Aug. 15, 1857.
NE. ¼ SW. ¼	10	9	25	.....	Sold Jan. 2, 1860.
SW. ¼ NW. ¼	14	9	25	.....	Sold Dec. 31, 1858.
W. ½ SE. ¼	26	9	25	.....	Sold July 21, 1857.
SE. ¼ NW. ¼	36	9	25	.....	Sold Aug. 8, 1857.

*75 tracts equal about 3,000 acres.

List of lands sold or located after the indemnity period, and which can not therefore be adjusted—Continued.

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 11—Con'd.		S.	W.		
S. ½ SE. ¼	36	9	25		Sold July 15, 1857.
W. ½ NW. ¼	14	10	25		Sold Nov. 24, 1859.
SE. ¼ NW. ¼	15	6	26		Sold Dec. 2, 1857.
E. ½ SE. ¼	5	14	26		Sold Sept. 29, 1859.
NW. ¼	8	15	27		Sold Sept. 2, 1859.
SW. ¼ SE. ¼	3	19	27		Sold July 27, 1859.
SE. ¼	11	19	27		Located Mar. 25, 1861.
SW. ¼	11	19	27		Located July 13, 1857.
SW. ¼ SW. ¼	36	12	31		Sold Jan. 7, 1858.
SW. ¼ SW. ¼	1	9	32		Sold May 28, 1857.
SE. ¼ NE. ¼	17	9	32		Homestead, Nov. 12, 1888.
NE. ¼ SE. ¼, S. ½ SE. ¼	17	9	32		Do.
SW. ¼ SE. ¼	6	7	19		Sold July 11, 1858.
S. ½ SW. ¼	35	18	22		Sold Jan. 24, 1859.
SW. ¼ NW. ¼	29	18	22		Sold June 28, 1858.
*Division K.—Records, vol. 12.**		N.	W.		
NW. ¼ NE. ¼	34	16	26		Sold Aug. 13, 1857.
SE. ¼ SE. ¼	5	18	27		Homestead, Mar. 7, 1884.
SE. ¼ SE. ¼	7	18	27		Do.
NE. ¼ NE. ¼	35	18	27		Sold Dec. 20, 1858.
NW. ¼ SW. ¼	24	21	27		Sold Apr. 1, 1857.
SE. ¼ SW. ¼	12	18	28		Sold Apr. 20, 1857.
E. ½ NE. ¼	10	19	28		Homestead, final cash, Nov. 26, 1877.
SW. ¼ SE. ¼	2	18	30		Sold Feb. 19, 1858.
SE. ¼ NW. ¼	6	19	31		Sold June 27, 1857.
NW. ¼ NE. ¼	18	19	31		Sold Apr. 24, 1857.
SE. ¼ NE. ¼	27	18	33		Located March 27, 1857.
SE. ¼ SE. ¼	28	18	33		Homestead, final cash, Sept. 13, 1886.
W. ½ SE. ¼	23	5	21		Located June 1, 1857.
SW. ¼ SE. ¼	10	7	21		Homestead, Jan. 25, 1872.
NW. ¼ SE. ¼	30	5	22		Sold June 8, 1857.
NE. ¼ SW. ¼	2	7	25		Sold Dec. 10, 1857.
NE. ¼ SW. ¼	5	5	27		Sold July 20, 1859.
NW. ¼ NW. ¼	1	1	29		Sold Jan. 1, 1859.
W. ½ SW. ¼, NE. ¼ SW. ¼	18	3	29		Sold Aug. 4, 1858.
SE. ¼ NW. ¼	18	3	29		Do.
S. ½ NW. ¼	7	9	29		Sold Jan. 12, 1875.
SW. ¼ NW. ¼	12	9	29		Sold Nov. 19, 1859.
N. ½ NE. ¼	8	5	30		Located Jan. 18, 1858.
NW. ¼ SW. ¼	8	5	30		Sold Jan. 4, 1858.
W. ½ SE. ¼	6	6	30		Sold Oct. 6, 1857.
SE. ¼ NE. ¼	24	7	30		Sold July 21, 1858.
E. ½ SE. ¼	24	7	30		Sold Oct. 13, 1857.
NE ¼ NE. ¼	25	7	30		Do.
SE. ¼ NE. ¼	25	7	30		Sold Aug. 31, 1858.
NW. ¼ SE. ¼	29	7	30		Sold Dec. 24, 1857.
SW. ¼ SE. ¼	29	7	30		Sold Nov. 9, 1858.
NW. ¼ SE. ¼	31	7	30		Sold Apr. 30, 1857.
SW. ¼ SW. ¼	28	8	30		Sold Mar. 28, 1859.
Lot 11	5	4	31		Sold Sept. 2, 1859.
SW. ¼ NW. ¼	7	5	31		Sold Apr. 5, 1859.
Lot 7	6	6	31		Sold Nov. 20, 1857.
SE. ¼ SE. ¼	19	6	31		Sold Feb. 15, 1859.
SW. ¼ NE. ¼	20	6	31		Do.
SW. ¼ NW. ¼, NW. ¼ SW. ¼	29	6	31		Sold Jan. 13, 1858.
Lots 9 and 10, SW. ¼	30	6	31		Located Feb. 17, 1859.
Lots 1 and 2, NW. ¼	31	6	31		Located Feb. 15, 1859.
SE. ¼ NE. ¼, NE. ¼ SE. ¼	33	6	31		Located Nov. 5, 1858.
SE. ¼ NW. ¼	36	6	31		Sold Dec. 30, 1857.
NW. ¼ SE. ¼	11	6	32		Located July 8, 1859.
		S.	W.		
SW. ¼ NE. ¼	36	10	33		Sold Sept. 13, 1859.
SE. ¼ NE. ¼	17	9	19		Sold Dec. 3, 1860.
S. ½ NE. ¼, NW. ¼ SE. ¼	36	15	24		Homestead, final cash, 1331.
SE. ¼ NW. ¼, NE. ¼ SW. ¼	6	16	24		Homestead, F. C., Sept. 9, 1878.
W. ½ NE. ¼, SE. ¼ NW. ¼	8	16	24		Commuted cash, May 4, 1893.
NE. ¼ SW. ¼	12	16	24		Homestead, Dec. 8, 1890.
NW. ¼ SE. ¼	15	16	24		Sold May 23, 1857.
SW. ¼ NE. ¼	17	16	24		Final cash, Dec. 19, 1876.
NW. ¼ SE. ¼	17	16	24		Final cash, Dec. 31, 1875.

* Total, 182 tracts, equal 7,280 acres.

***List of lands sold or located after the indemnity period, and which can not therefore be adjusted*—Continued.**

UNSETTLED SWAMP-LAND CLAIM—Continued.

Parts of sections.	Sec.	T.	R.	Area.	Remarks.
Division K.—Records, vol. 12—Cont'd.		S.	W.		
NE. ¼ SW. ¼	17	16	24	.....	Final cash, Sept. 1, 1875.
SW. ¼ NE. ¼	19	16	24	.....	Final cash, Sept. 25, 1875.
SW. ¼ NE. ¼	22	16	24	.....	Final cash, Feb. 16, 1880.
SE. ¼ NW. ¼	24	16	24	.....	Sold Nov. 9, 1858.
SW. ¼ NE. ¼	24	16	24	.....	Final cash, Mar. 24, 1882.
SE. ¼ NW. ¼	25	16	24	.....	Sold Nov. 9, 1858.
SW. ¼ NE. ¼	26	16	24	.....	Final cash, 5923.
SW. ¼ SE. ¼	28	16	24	.....	Homestead, Aug. 14, 1890.
NE. ¼ SW. ¼	29	16	24	.....	Final cash, Dec. 6, 1876.
SE. ¼ NW. ¼	29	16	24	.....	Final cash, Nov. 11, 1873.
SE. ¼ NW. ¼	32	16	24	.....	Final cash, Dec. 31, 1875.
NW. ¼ SE. ¼	32	16	24	.....	Homestead, Nov. 20, 1891.
SW. ¼ NE. ¼, NW. ¼ SE. ¼	33	16	24	.....	Homestead, Dec. 15, 1890.
SE. ¼ NW. ¼	34	16	24	.....	Sold Feb. 14, 1883.
		N.	W.		
SE. ¼ SW. ¼	35	4	26	.....	Sold Feb. 17, 1858.
		S.	W.		
SE. ¼ NW. ¼	3	17	24	.....	Sold Apr. 4, 1857.
SW. ¼	4	17	24	.....	Homestead, Apr. 20, 1878.
NE. ¼	5	17	24	.....	Homestead, Jan. 6, 1888.
SE. ¼	5	17	24	.....	Homestead, Apr. 24, 1880.
SE. ¼ SW. ¼	5	17	24	.....	Homestead, Sept. 11, 1888.
NW. ¼ SE. ¼, SE. ¼ SW. ¼	6	17	24	.....	Homestead, Jan. 24, 1892.
SE. ¼ NW. ¼	7	17	24	.....	Homestead, June 30, 1877.
S. ½ SW. ¼	8	17	24	.....	Homestead, May 26, 1892.
SW. ¼ NE. ¼	17	17	24	.....	Sold June 23, 1882.
NW. ¼ NW. ¼	17	17	24	.....	Homestead, May 16, 1882.
NE. ¼ NE. ¼	18	17	24	.....	Do.
SW. ¼ NE. ¼	31	17	24	.....	Sold Feb. 1, 1858.
S. ½ SE. ¼ and NW. ¼ SE. ¼	33	17	24	.....	Sold Aug. 23, 1858.
SW. ¼ NE. ¼	33	17	24	.....	Do.
NE. ¼ NE. ¼	33	17	24	.....	Located Aug. 23, 1858.
SE. ¼ SW. ¼	35	17	24	.....	Sold July 23, 1857.
NW. ¼ SE. ¼	35	17	24	.....	Sold May 27, 1857.
NE. ¼ SE. ¼	36	17	24	.....	Sold Sept. 29, 1857.
S. ½ SE. ¼	21	9	30	.....	Sold June 3, 1857.
SE. ¼ NE. ¼	21	9	30	.....	Sold June 26, 1857.
NE. ¼ NW. ¼ and N. ½ NE. ¼	28	9	30	.....	Sold June 3, 1857.
SE. ¼ NE. ¼	28	9	30	.....	Sold July 21, 1857.
SW. ¼ NE. ¼	28	9	30	.....	Sold Aug. 5, 1857.
NE. ¼ SE. ¼	28	9	30	.....	Sold July 16, 1857.
SW. ¼ SE. ¼	33	9	30	.....	Sold June 17, 1859.
SE. ¼ SE. ¼	29	8	31	.....	Sold Oct. 28, 1857.
NW. ¼ NE. ¼	32	8	31	.....	Do.
SW. ¼ NE. ¼	32	8	31	.....	Located July 10, 1858.
SE. ¼ NW. ¼	32	8	31	.....	Sold May 18, 1857.
NE. ¼ SW. ¼	36	9	31	.....	Sold June 2, 1859.
SE. ¼ SW. ¼	36	9	31	.....	Sold Sept. 30, 1858.
NE. ¼ NW. ¼	36	9	31	.....	Homestead, June 28, 1875.
SE. ¼ NW. ¼	36	9	31	.....	Sold June 2, 1859.
E. ½ NE. ¼	25	19	22	.....	Sold Nov. 7, 1859.
S. ½ NE. ¼	9	18	23	.....	Homestead, Feb. 17, 1890.
SE. ¼ NW. ¼ and NE. ¼ SW. ¼	9	18	23	.....	Homestead, Dec. 5, 1887.
N. ½ SE	9	18	23	.....	Do.
NE. ¼ NW. ¼	23	16	24	.....	Homestead, May 14, 1887.
NW. ¼ NW. ¼	23	16	24	.....	Sold Mar. 31, 1887.
SW. ¼ NW. ¼ and SE. ¼ SW. ¼	35	16	24	.....	Sold May 14, 1887.
S. ½ NW. ¼ and NE. ¼ SW. ¼	11	19	24	.....	Do.
NW. ¼ SW. ¼ and SE. ¼ SW. ¼	11	19	24	.....	Do.
W. ½ SE. ¼	11	19	24	.....	Do.
NW. ¼ and S. ½	13	19	24	.....	Do.
W. ½ NE. ¼	35	19	24	.....	Do.
S. ½ NW. ¼	35	19	24	.....	Do.
N. ½ SW. ¼ and SE. ¼ SW. ¼	35	19	24	.....	Do.
W. ½ SE. ¼	35	19	24	.....	Do.
S. ½ NE. ¼ and SE. ¼ NW. ¼	23	17	25	.....	Homestead, Nov. 2, 1887.
NW. ¼ SE. ¼	23	17	25	.....	Do.
SW. ¼	23	18	26	.....	Homestead, Sept. 26, 1887.

EXHIBIT NO. 4.—ARKANSAS SWAMP LANDS, CASH AND LAND INDEMNITY.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
*Volume 1.**		N.	E.			
SE. ¼ NW. ¼	19	1	3		Nov. 15, 1851	
SW. ¼ NW. ¼	19	1	3		Dec. 19, 1851	
SE. ¼ SE. ¼	17	2	3		Jan. 8, 1851	
SW. ¼ NE. ¼	36	2	3			Nov. 22, 1851
SE. ¼ NW. ¼	36	2	3			May 26, 1852
SW. ¼ NW. ¼	36	2	3			Do.
SW. ¼ SW. ¼	2	3	3		Dec. 3, 1851	
NW. ¼ SW. ¼	2	3	3			Dec, 25, 1851
SE. ¼ SE. ¼	3	3	3			May 5, 1852
SE. ¼ NE. ¼	10	3	3		Nov. 15, 1851	
NE. ¼ NE. ¼	10	3	3			Sept. 1, 1851
NW. ¼ NW. ¼	11	3	3		July 1, 1852	
NE. ¼ NW. ¼	31	3	3		Apr. 17, 1851	
SE. ¼ SE. ¼	35	4	3		July 5, 1852	
NE. ¼ NE. ¼	5	6	3			Nov. 7, 1851
NE. ¼ NW. ¼	5	6	3			Dec. 10, 1851
NE. ¼ NE. ¼	6	6	3			Do.
SE. ¼ NE. ¼	6	6	3			Do.
NE. ¼ NW. ¼	18	6	3		Nov. 23, 1850	
NW. ¼ NW. ¼	18	6	3		do	
NE. ¼ NE. ¼	29	6	3			Sept. 20, 1852
NE. ¼ NW. ¼	30	6	3			Nov. 17, 1856
SE. ¼ NW. ¼	30	6	3			Do.
NW. ¼ NW. ¼	32	6	3			Sept. 20, 1852
SW. ¼ NW. ¼	32	6	3			Jan. 7, 1853
SE. ¼ NW. ¼	32	6	3			Dec. 28, 1852
NE. ¼ SW. ¼	30	7	3			Dec. 10, 1852
NW. ¼ NW. ¼	30	7	3			Do.
SE. ¼ SW. ¼	30	7	3			Nov. 7, 1851
NW. ¼ NW. ¼	33	7	3			Sept. 9, 1852
NE. ¼ NE. ¼	11	8	3		Oct. 31, 1854	
NW. ¼ NE. ¼	11	8	3		do	
SE. ¼ NE. ¼	11	8	3		do	
SW. ¼ NE. ¼	11	8	3		do	
NE. ¼ NW. ¼	11	8	3		do	
NW. ¼ NW. ¼	11	8	3		do	
SE. ¼ NW. ¼	11	8	3		do	
SW. ¼ NW. ¼	11	8	3		do	
NE. ¼ SW. ¼	13	8	3			June 3, 1852
NW. ¼ SW. ¼	13	8	3			Do.
SE. ¼ SW. ¼	13	8	3			Do.
SW. ¼ SW. ¼	13	8	3			Do.
NE. ¼ SW. ¼	14	8	3			Nov. 10, 1854
NW. ¼ SW. ¼	14	8	3			Do.
SE. ¼ SW. ¼	14	8	3			Do.
SW. ¼ SW. ¼	14	8	3			Do.
SE. ¼ SE. ¼	15	8	3		June 19, 1855	
SW. ¼ SE. ¼	15	8	3		do	
NE. ¼ NE. ¼	21	8	3			May 7, 1851
SE. ¼ NE. ¼	21	8	3			Do.
NE. ¼ SE. ¼	21	8	3			Do.
NE. ¼ NW. ¼	21	8	3			Do.
NW. ¼ NW. ¼	21	8	3			Do.
NW. ¼ NE. ¼	21	8	3			Do.
SW. ¼ NE. ¼	21	8	3			Do.
NW. ¼ SE. ¼	21	8	3			Do.
SE. ¼ SE. ¼	25	8	3			Nov. 10, 1854
SW. ¼ SE. ¼	25	8	3			Do.
NE. ¼ SE. ¼	25	8	3		Sept. 9, 1851	
NW. ¼ SE. ¼	25	8	3		do	
NW. ¼ SE. ¼	27	8	3			Nov. 7, 1854
SE. ¼ SE. ¼	27	8	3			Oct. 31, 1854
SE. ¼ NE. ¼	27	8	3			Do.
SW. ¼ NE. ¼	27	8	3			Do.
NE. ¼ NE. ¼	27	8	3			Do.
NE. ¼ SE. ¼	27	8	3		Oct. 31, 1854	
NE. ¼ NW. ¼	27	8	3		July 26, 1855	
NW. ¼ NW. ¼	27	8	3		do	
SE. ¼ NW. ¼	27	8	3		do	
SW. ¼ NW. ¼	27	8	3		do	

* Subject to cash indemnity, 117 tracts equal to about 4,680 acres; subject to land indemnity, 232 tracts equal to about 9,280 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 1—Continued.		N.	E.			
NE. ¼ NE. ¼	28	8	3		July 26, 1855	
SE. ¼ NE. ¼	28	8	3		do	
NW. ¼ NE. ¼	28	8	3		do	
SW. ¼ NE. ¼	28	8	3		do	
NE. ¼ NE. ¼	32	8	3			Sept. 22, 1851
NW. ¼ NE. ¼	32	8	3			Do.
SE. ¼ NE. ¼	32	8	3			Do.
SW. ¼ NE. ¼	32	8	3			Do.
NE. ¼ SE. ¼	32	8	3			Do.
NW. ¼ SE. ¼	32	8	3			Do.
SE. ¼ SE. ¼	32	8	3			Do.
SW. ¼ SE. ¼	32	8	3			Do.
NE. ¼ SW. ¼	32	8	3			Do.
SE. ¼ SW. ¼	32	8	3			Do.
NE. ¼ NW. ¼	33	8	3			Do.
NW. ¼ NW. ¼	33	8	3			Do.
SE. ¼ NW. ¼	33	8	3			Do.
SW. ¼ NW. ¼	33	8	3			Do.
SE. ¼ NE. ¼	34	8	3			July 23, 1852
NE. ¼ NW. ¼	34	8	3			Mar. 3, 1853
NW. ¼ NW. ¼	34	8	3			Do.
SE. ¼ NW. ¼	34	8	3			Do.
SW. ¼ NW. ¼	34	8	3			Do.
SW. ¼ NE. ¼	34	8	3		Oct. 31, 1854	
NE. ¼ NE. ¼	34	8	3		do	
NW. ¼ NE. ¼	34	8	3		do	
NE. ¼ SE. ¼	35	8	3			July 23, 1852
SE. ¼ SE. ¼	35	8	3			Do.
SW. ¼ SE. ¼	35	8	3			Apr. 22, 1851
NW. ¼ SE. ¼	35	8	3			Mar. 20, 1852
SW. ¼ SW. ¼	36	8	3		June 19, 1855	
NW. ¼ SW. ¼	36	8	3			Apr. 27, 1851
NE. ¼ SE. ¼	12	9	3		Nov. 7, 1854	
NE. ¼ NE. ¼	12	9	3		Nov. 27, 1854	
NW. ¼ NE. ¼	12	9	3		Nov. 27, 1854	
SE. ¼ NW. ¼	12	9	3			Oct. 31, 1854
NE. ¼ SE. ¼	23	9	3		Dec. 1, 1854	
NW. ¼ SW. ¼	24	9	3		do	
SE. ¼ NE. ¼	24	9	3		do	
SE. ¼ SE. ¼	13	10	3			Mar. 3, 1853
SE. ¼ NE. ¼	13	10	3			Apr. 14, 1852
SE. ¼ NE. ¼	23	10	3			Oct. 20, 1851
NW. ¼ NE. ¼	24	10	3			Nov. 10, 1854
SW. ¼ NE. ¼	24	10	3			Do.
NW. ¼ SE. ¼	25	10	3			Mar. 3, 1853
SW. ¼ SE. ¼	25	10	3			Do.
NW. ¼ SW. ¼	36	10	3			Do.
SW. ¼ SW. ¼	36	10	3			Do.
NW. ¼ NE. ¼	36	10	3			Nov. 6, 1851
SW. ¼ NE. ¼	36	10	3			Do.
NW. ¼ SE. ¼	4	1	4		Mar. 28, 1856	
SE ¼ NW. ¼	4	1	4		do	
NE. ¼ SE. ¼	4	1	4		June 18, 1855	
SE. ¼ SE. ¼	4	1	4		do	
SW. ¼ SE. ¼	4	1	4		do	
SE. ¼ NE. ¼	4	1	4		do	
SW. ¼ NE. ¼	4	1	4		Mar. 28, 1856	
NW. ¼ NE. ¼	4	1	4		Aug. 1, 1855	
NE. ¼ SW. ¼	4	1	4		Mar. 28, 1856	
SE. ¼ SW. ¼	4	1	4		do	
NW. ¼ SW. ¼	4	1	4		June 19, 1855	
SW. ¼ SW. ¼	4	1	4		do	
NW. ¼ SW. ¼	10	1	4		June 21, 1855	
NW. ¼ SW. ¼	19	2	4		Nov. 24, 1856	
SW. ¼ SW. ¼	19	2	4		do	
SE. ¼ SW. ¼	1	3	4		Oct. 1, 1851	
NE. ¼ SW. ¼	10	3	4			Jan. 1, 1852
NW. ¼ NW. ¼	20	4	4			Mar. 3, 1854
Lot 1	6	6	4		Jan. 15, 1855	
NE. ¼ NW. ¼	6	6	4		do	
SE. ¼ NW. ¼	6	6	4		do	
SW. ¼ SE. ¼	6	6	4		Jan. 31, 1857	
NW. ¼ SW. ¼	6	6	4		do	
SW. ¼ SW. ¼	6	6	4		do	
SE. ¼ NW. ¼	7	6	4			Jan. 6, 1852
SW. ¼ NW. ¼	7	6	4			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 1—Continued.		N.	E.			
SE. ¼ SE. ¼	21	3	4		Aug. 25, 1856	
NW. ¼ SW. ¼	19	7	4		July 20, 1856	
S. ½ NW. ¼	19	7	4			Located July 5, 1856.
Lot 1 NW. ¼	5	8	4		Feb. 27, 1851	
SW. ¼ SE. ¼	6	8	4			Apr. 13, 1852
NW. ¼ SE. ¼	6	8	4			Nov. 7, 1851
Lot 1 NE. ¼	6	8	4		Mar. 26, 1856	
Lot 2 NE. ¼	6	8	4		do	
Lot 5 NE. ¼	6	8	4		do	
Lot 1 NW. ¼	6	8	4			Aug. 13, 1852
SE. ¼ SW. ¼	6	8	4			May 25, 1853
SW. ¼ SW. ¼	6	8	4			Do.
Lot 4 NE. ¼	6	8	4			Nov. 7, 1851
NW. ¼ NW. ¼	7	8	4			Do.
SW. ¼ NW. ¼	7	8	4			Do.
NW. ¼ SW. ¼	7	8	4			Mar. 11, 1852
SW. ¼ SW. ¼	7	8	4			June 18, 1855
NE. ¼ SW. ¼	7	8	4			July 9, 1855
NW. ¼ NW. ¼	18	8	4		Feb. 27, 1851	
SW. ¼ NW. ¼	18	8	4		do	
SE. ¼ NW. ¼	18	8	4		do	
SE. ¼ SW. ¼	18	8	4		Mar. 15, 1856	
NE. ¼ NW. ¼	18	8	4			Apr. 26, 1856
NW. ¼ SW. ¼	30	8	4		Sept. 9, 1851	
Lot 4 NW. ¼	3	9	4			Oct. 28, 1851
Lot 5 NW. ¼	3	9	4			Do.
Lot 6, NW. ¼	3	9	4			Do.
Lot 7, NW. ¼	3	9	4			Do.
Lot 2, NW. ¼	3	9	4			Nov. 6, 1851
Lot 3, NW. ¼	3	9	4			Do.
Lot 1, NE. ¼	4	9	4			Do.
Lot 3, NE. ¼	4	9	4			Oct. 28, 1851
Lot 4, NE. ¼	4	9	4			Do.
Lot 5, NE. ¼	4	9	4			Do.
Lot 6, NE. ¼	4	9	4			Do.
Lot 1, NW. ¼	4	9	4			May 28, 1852
Lot 2, NE. ¼	5	9	4		Feb. 7, 1854	
Lot 4, NE. ¼	5	9	4			May 25, 1853
Lot 5, NE. ¼	5	9	4			Do.
Lot 3, NE. ¼	5	9	4			May 3, 1854
Lot 6, NE. ¼	5	9	4			Do.
NW. ¼ NW. ¼	7	9	4			Mar. 3, 1853
SW. ¼ NW. ¼	7	9	4			Do.
NW. ¼ NE. ¼	8	9	4			Do.
SW. ¼ NE. ¼	8	9	4			Do.
NW. ¼ NW. ¼	18	9	4			Mar. 12, 1853
SW. ¼ NW. ¼	18	9	4			Do.
NE. ¼ NW. ¼	18	9	4			June 9, 1853
NE. ¼ SE. ¼	20	9	4			Do.
SE. ¼ SE. ¼	20	9	4			Do.
NW. ¼ NW. ¼	21	9	4			Feb. 8, 1854
SW. ¼ NE. ¼	30	9	4			Do.
NW. ¼ NW. ¼	30	9	4			Feb. 9, 1854
NW. ¼ SW. ¼	31	9	4			July 10, 1854
SW. ¼ SW. ¼	31	9	4			Mar. 20, 1852
NE. ¼ SE. ¼	31	9	4			May 28, 1852
SE. ¼ SE. ¼	31	9	4			Do.
NE. ¼ NE. ¼	31	9	4			Do.
SE. ¼ SW. ¼	32	9	4		Aug. 20, 1851	Apr. 13, 1854
SW. ¼ SW. ¼	32	9	4		do	Sept. 18, 1853
NW. ¼ NW. ¼	33	9	4		Sept. 20, 1851	
NE. ¼ NW. ¼	6	10	4		Nov. 27, 1854	
NW. ¼ NW. ¼	6	10	4		do	
SE. ¼ NW. ¼	6	10	4		do	
SW. ¼ NW. ¼	6	10	4		do	
NW. ¼ SE. ¼	7	1	5			June 9, 1851
W. ½ NE. ¼	21	2	5		May 27, 1851	
NE. ¼ NW. ¼	6	3	5			Jan. 1, 1852
NW. ¼ NW. ¼	6	3	5			Do.
SW. ¼ NW. ¼	33	3	5			Feb. 12, 1851
NW. ¼ SE. ¼	9	6	5			Sept. 26, 1851
Lot 16 of	3	4	6			Dec. 10, 1851
NW. ¼ NE. ¼	1	6	6		Jan. 24, 1851	
SE. ¼ SE. ¼	9	6	6			Oct. 6, 1851

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 1—Continued.		N.	E.			
SW. ¼ SE. ¼	9	6	6			Oct. 6, 1851
NE. ¼ SW. ¼	9	6	6			Do.
NE. ¼ SE. ¼	3	7	6			Dec. 10, 1851
NW. ¼ SE. ¼	3	7	6			Do.
SE. ¼ SE. ¼	3	7	6			Do.
SW. ¼ SE. ¼	3	7	6			Do.
NE. ¼ NW. ¼	3	7	6			Do.
NW. ¼ NW. ¼	3	7	6			Do.
SE. ¼ NW. ¼	3	7	6			Do.
SW. ¼ NW. ¼	3	7	6			Do.
NE. ¼ SE. ¼	20	3	7			June 17, 1851
NW. ¼ SE. ¼	20	3	7			Do.
NE. ¼ NW. ¼	8	6	7			Sept. 23, 1851
NE. ¼ SW. ¼	9	7	7			Nov. 21, 1851
NW. ¼ SW. ¼	9	7	7			Do.
NW. ¼ SW. ¼	36	7	7			Aug. 30, 1851
SW. ¼ NE. ¼	13	19	7			Mar. 14, 1853
NE. ¼ SW. ¼	3	6	8			Oct. 29, 1850
NW. ¼ SW. ¼	3	6	8			Do.
SE. ¼ SW. ¼	3	6	8			Do.
SW. ¼ SW. ¼	3	6	8			Do.
NE. ¼ SE. ¼	3	6	8			Do.
NW. ¼ SE. ¼	3	6	8			Do.
SE. ¼ SE. ¼	3	6	8			Do.
SW. ¼ SE. ¼	3	6	8			Do.
NE. ¼ NW. ¼	5	6	8			Oct. 28, 1851
NW. ¼ NW. ¼	5	6	8			Do.
SE. ¼ NW. ¼	5	6	8			Do.
SW. ¼ NW. ¼	5	6	8			Do.
NE. ¼ NE. ¼	5	6	8			Jan. 7, 1852
NW. ¼ NE. ¼	5	6	8			Do.
SE. ¼ NE. ¼	5	6	8			Do.
SW. ¼ NE. ¼	5	6	8			Do.
NE. ¼ SE. ¼	5	6	8			Do.
NW. ¼ SE. ¼	5	6	8			Do.
SE. ¼ SE. ¼	5	6	8			Do.
SW. ¼ SE. ¼	5	6	8			Do.
NW. ¼ NE. ¼	10	6	8			Oct. 29, 1850
NE. ¼ NW. ¼	10	6	8			Do.
NE. ¼ SW. ¼	4	7	8			June 2, 1851
NW. ¼ SW. ¼	4	7	8			Do.
SE. ¼ SW. ¼	4	7	8			Do.
SW. ¼ SW. ¼	4	7	8			Do.
NE. ¼ NW. ¼	8	7	8			Oct. 2, 1850
NW. ¼ NW. ¼	8	7	8			Do.
SE. ¼ NW. ¼	8	7	8			Do.
SW. ¼ NW. ¼	8	7	8			Do.
SE. ¼ NW. ¼	9	7	8			June 2, 1851
SW. ¼ NW. ¼	9	7	8			Do.
SE. ¼ NE. ¼	9	7	8			Do.
SW. ¼ NE. ¼	9	7	8			Do.
NE. ¼ NW. ¼	14	7	8			July 28, 1851
NW. ¼ NW. ¼	14	7	8			Do.
SE. ¼ NW. ¼	14	7	8			Do.
SW. ¼ NW. ¼	14	7	8			Do.
NW. ¼ SW. ¼	14	7	8			Oct. 28, 1851
SW. ¼ SW. ¼	14	7	8			Do.
NW. ¼ SW. ¼	17	7	8			Jan. 6, 1852
SW. ¼ SW. ¼	17	7	8			Do.
NW. ¼ NW. ¼	25	7	8			Sept. 22, 1851
SW. ¼ NW. ¼	25	7	8		Nov. 29, 1856	
SE. ¼ NW. ¼	25	7	8		do	
NE. ¼ SW. ¼	25	7	8		do	
NW. ¼ SW. ¼	25	7	8		do	
SE. ¼ SW. ¼	25	7	8		do	
SW. ¼ SW. ¼	25	7	8		do	
NE. ¼ NE. ¼	26	7	8			Do.
NW. ¼ NE. ¼	26	7	8			Do.
SE. ¼ NE. ¼	26	7	8			Do.
SW. ¼ NE. ¼	26	7	8			Do.
NW. ¼ SE. ¼	26	7	8			Do.
SW. ¼ SE. ¼	26	7	8			Do.
SE. ¼ NE. ¼	27	7	8			June 17, 1851
NE. ¼ SW. ¼	32	7	8			Sept. 11, 1851
NW. ¼ SW. ¼	32	7	8			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 1—Continued.		N.	E.			
SE. ¼ SW. ¼	32	7	8			Sept. 11, 1851
SW. ¼ SW. ¼	32	7	8			Do.
NW. ¼ NE. ¼	35	7	8			Sept. 22, 1851
NE. ¼ NW. ¼	35	7	8			Do.
SE. ¼ NW. ¼	35	7	8			Do.
NW. ¼ SW. ¼	32	8	8		July 7, 1851	
SE. ¼ NE. ¼	18	8	8			Mar. 2, 1857
SW. ¼ NE. ¼	18	8	8			Do.
NE. ¼ SE. ¼	18	8	8			Do.
NW. ¼ SE. ¼	18	8	8			Do.
SE. ¼ SE. ¼	18	8	8			Do.
SW. ¼ SE. ¼	18	8	8			Do.
NE. ¼ SW. ¼	18	8	8			Do.
SE. ¼ SW. ¼	18	8	8			Do.
NE. ¼ NW. ¼	5	7	9		Feb. 27, 1851	
NW. ¼ NW. ¼	5	7	9		do	
SE. ¼ NW. ¼	5	7	9		do	
SW. ¼ NW. ¼	5	7	9		do	
NE. ¼ SE. ¼	5	7	9		do	
NW. ¼ SE. ¼	5	7	9		do	
NE. ¼ SE. ¼	5	7	9		do	
SW. ¼ SE. ¼	5	7	9		do	
NE. ¼ SW. ¼	5	7	9		do	
SW. ¼ NE. ¼	9	7	9		do	
NE. ¼ NW. ¼	9	7	9		do	
SE. ¼ NW. ¼	9	7	9		do	
NE. ¼ NE. ¼	31	7	9		Sept. 12, 1851	
NW. ¼ NE. ¼	31	7	9		do	
SE. ¼ NE. ¼	31	7	9		do	
SW. ¼ NE. ¼	31	7	9		do	
SW. ¼ NE. ¼	18	7	9		Dec. 4, 1850	
SW. ¼ SE. ¼	27	9	9		Dec. 17, 1850	
NE. ¼ NW. ¼	5	10	9			Jan. 25, 1851
NW. ¼ NW. ¼	6	10	9			Do.
SW. ¼ NW. ¼	6	10	9			Do.
NW. ¼ SE. ¼	28	10	9		Sept. 19, 1851	
SW. ¼ SE. ¼	28	10	9		do	
NE. ¼ NW. ¼	33	10	9		do	
SE. ¼ NW. ¼	33	10	9		do	
NW. ¼ SW. ¼	20	6	4			Dec. 13, 1856
NE. ¼ SE. ¼	3	3	3			Mar. 18, 1852
SE. ¼ SE. ¼	3	3	3			Do.
SE. ¼ NW. ¼	12	3	3			May 5, 1852
NW. ¼ NE. ¼	31	3	3			July 21, 1852
SW. ¼ NE. ¼	31	3	3			Do.
SE. ¼ NW. ¼	30	4	3		Apr. 8, 1851	
Frl. NE. ¼	33	8	3		Sept. 22, 1851	
NW. ¼ SE. ¼	4	9	4		Jan. 1, 1855	
SW. ¼ SE. ¼	4	9	4			May 25, 1853
NW. ¼ SE. ¼	27	8	3			Nov. 7, 1854
S. ½ SW. ¼	6	8	4			May 25, 1853
N. ½ SE. ¼	9	7	8			June 2, 1851
N. ½ SW. ¼	9	7	8			Do.
W. ½ NE. ¼	21	2	5		May 27, 1851	
*Volume 2.**		N.	E.			
NW. ¼ SE. ¼	32	11	9			July 7, 1851
SE. ¼ SW. ¼	8	11	10		Jan. 10, 1851	
SW. ¼ SW. ¼	8	11	10		do	
NE. ¼ SW. ¼	17	11	10			Jan. 24, 1851
NW. ¼ SW. ¼	17	11	10			Do.
SE. ¼ SW. ¼	17	11	10			Do.
SW. ¼ SW. ¼	17	11	10			Do.
NE. ¼ NE. ¼	30	11	10			Feb. 24, 1851
SE. ¼ NE. ¼	30	11	10			Do.
NE. ¼ SE. ¼	30	11	10			Do.
NW. ¼ SE. ¼	30	11	10			Do.
SE. ¼ SE. ¼	30	11	10			Do.
SW. ¼ SE. ¼	30	11	10			Do.
NE. ¼ SW. ¼	20	12	10		Jan. 3, 1851	
NE. ¼ NE. ¼	36	13	10		May 14, 1851	
SE. ¼ NE. ¼	36	13	10		do	
NE. ¼ NE. ¼	30	15	13		Nov. 13, 1856	

*Subject to cash indemnity, 57 tracts, equal to about 2,280 acres; subject to land indemnity, 80 tracts, equal to about 3,200 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 2—Continued.		N.	E.			
NW. ¼ NE. ¼	30	15	13		Nov. 13, 1856	
SE. ¼ NE. ¼	30	15	13		do	
SW. ¼ NE. ¼	30	15	13		do	
NE. ¼ SW. ¼	30	15	13		July 26, 1856	
SE. ¼ SW. ¼	30	15	13		do	
		S.	E.			
NE. ¼ SE. ¼	15	1	2			Aug. 4, 1851
NW. ¼ SE. ¼	15	1	2			Do.
NE. ¼ NW. ¼	1	3	2			Aug. 29, 1851
NW. ¼ NW. ¼	1	3	2			Do.
SE. ¼ NW. ¼	1	3	2			Do.
SW. ¼ NW. ¼	1	3	2			Do.
NE. ¼ NE. ¼	2	3	2			Do.
NW. ¼ NE. ¼	2	3	2			Do.
SE. ¼ NE. ¼	2	3	2			Do.
SW. ¼ NE. ¼	2	3	2			Do.
NE. ¼ SE. ¼	6	3	2		June 18, 1855	
NW. ¼ S. E. ¼	6	3	2		do	
SE. ¼ SE. ¼	6	3	2		do	
SW. ¼ SE. ¼	6	3	2		do	
NE. ¼ NE. ¼	6	3	2		Nov. 8, 1851	
SW. ¼ NE. ¼	6	3	2		June 9, 1851	
Lot 3 NW. ¼	7	3	2		June 19, 1855	
Lot 3 SW. ¼	7	3	2		do	
Lot 5 SW. ¼	18	3	2		Sept. 28, 1850	
SE. ¼ NE. ¼	34	3	2			Oct. 30, 1851
NE. ¼ SE. ¼	34	3	2			Do.
NE. ¼ SW. ¼	9	1	3			Nov. 22, 1851
SE. ¼ SW. ¼	9	1	3			Do.
SW. ¼ SE. ¼	12	3	3			Dec. 10, 1851
SE. ¼ SE. ¼	12	3	3			Jan. 18, 1851
NE. ¼ NE. ¼	34	3	3			Nov. 11, 1851
SE. ¼ NE. ¼	34	3	3			Do.
NE. ¼ SE. ¼	34	3	3			Do.
SE. ¼ SE. ¼	34	3	3			Do.
NW. ¼ NE. ¼	8	4	3			Do.
SW. ¼ NE. ¼	8	4	3			Do.
SE. ¼ NE. ¼	23	4	3		Oct. 20, 1851	
N. ½ SW. ¼	26	4	3		Jan. 29, 1851	June 17, 1851
NE. ¼ NW. ¼	21	2	4			Apr. 26, 1851
NW. ¼ NW. ¼	21	2	4			Do.
SW. ¼ NW. ¼	21	2	4			Do.
SE. ¼ NE. ¼	21	2	4			Feb. 10, 1851
NE. ¼ SE. ¼	21	2	4			Do.
SW. ¼ SE. ¼	21	2	4			Do.
SE. ¼ SW. ¼	21	2	4			Do.
SE. ¼ SW. ¼	5	3	4		Mar. 13, 1851	
NE. ¼ NW. ¼	7	3	5			May 13, 1851
SE. ¼ NW. ¼	7	3	5			Do.
NW. ¼ SW. ¼	7	3	5			Apr. 18, 1851
S. ½ SE. ¼, NW. ¼ SE. ¼	31	3	1		July 13, 1852	
NE. ¼ NW. ¼	32	3	1			May 25, 1853
SE. ¼ NW. ¼	32	3	1			Do.
NE. ¼ SW. ¼	32	3	1			Do.
NW. ¼ SE. ¼	32	3	1			Do.
SE. ¼ SE. ¼	18	9	1			Jan. 7, 1851
NE. ¼ SE. ¼	18	9	1			Do.
NE. ¼ NE. ¼	19	9	1			Do.
SE. ¼ NE. ¼	19	9	1			Do.
NW. ¼ NE. ¼	5	10	1		Jan. 8, 1851	
NE. ¼ NW. ¼	5	10	1		Jan. 16, 1851	
NW. ¼ NW. ¼	5	10	1		do	
NW. ¼ SE. ¼	5	10	1		Feb. 18, 1851	
NW. ¼ NE. ¼	6	10	1		Nov. 30, 1850	
SE. ¼ NE. ¼	6	10	1		do	
SW. ¼ NE. ¼	6	10	1		Nov. 29, 1850	
SW. ¼ NE. ¼	8	10	1			May 6, 1851
NW. ¼ SE. ¼	8	10	1			Do.
SW. ¼ SE. ¼	17	10	1		Dec. 21, 1851	
SE. ¼ SE. ¼	17	10	1		do	
NE. ¼ NW. ¼	21	1	2		May 20, 1853	
SE. ¼ NW. ¼	21	1	2		do	
SE. ¼ SW. ¼	6	4	2		Nov. 17, 1856	
SW. ¼ SW. ¼	6	4	2		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 2—Continued.		S.	E.			
NE. ¼ SW. ¼	14	4	2			May 4, 1852
NW. ¼ SW. ¼	14	4	2			Do.
SE. ¼ SW. ¼	14	4	2			Do.
SW. ¼ SW. ¼	14	4	2			Do.
NE. ¼ SW. ¼	31	4	2		July 30, 1855	
SE. ¼ SE. ¼	13	5	2			Sept. 3, 1852
SW. ¼ SE. ¼	13	5	2			Do.
SE. ¼ NW. ¼	13	5	2			Nov. 13, 1852
SW. ¼ NW. ¼	1	9	2		Feb. 10, 1851	
NW. ¼ NW. ¼	12	9	2			June 17, 1851
NW. ¼ SE. ¼	17	9	2		Jan. 14, 1851	
SW. ¼ SE. ¼	17	9	2		do	
NE. ¼ SW. ¼	20	9	2		Dec. 19, 1851	
NW. ¼ SW. ¼	20	9	2			Dec. 19, 1851
SW. ¼ SW. ¼	20	9	2			Do.
W. ½ NW. ¼	29	9	2			Dec. 10, 1851
SW. ¼ SW. ¼	11	10	2		Dec. 21, 1851	
NE. ¼ NW. ¼	14	10	2		do	
NW. ¼ NW. ¼	14	10	2		do	
NE. ¼ SE. ¼	19	10	2		May 31, 1851	
SW. ¼ SW. ¼	20	10	2		do	
NW. ¼ NW. ¼	29	10	2		do	
NE. ¼ NE. ¼	34	10	2			Dec. 31, 1851
NW. ¼ NE. ¼	34	10	2			Do.
NW. ¼ NE. ¼	24	14	2		Mar. 31, 1851	
SW. ¼ NE. ¼	24	14	2		do	
NE. ¼ NW. ¼	24	14	2		do	
SE. ¼ NW. ¼	24	14	2		do	
NE. ¼ SW. ¼	31	14	2		June 2, 1851	
SE. ¼ SW. ¼	31	14	2		do	
NW. ¼ SW. ¼	5	15	2			Feb. 22, 1851
SE. ¼ SW. ¼	5	15	2			Do.
SW. ¼ SW. ¼	5	15	2			Do.
NE. ¼ NW. ¼	6	15	2			June 2, 1851
SE. ¼ NW. ¼	6	15	2			Do.
NE. ¼ SW. ¼	6	15	2			Do.
SE. ¼ SW. ¼	6	15	2			Do.
NE. ¼ SE. ¼	6	15	2			Do.
NW. ¼ SE. ¼	6	15	2			Do.
SW. ¼ SE. ¼	6	15	2			Do.
SW. ¼ SW. ¼	15	16	2			Feb. 22, 1851
SE. ¼ NW. ¼	25	17	2			Dec. 2, 1852
SW. ¼ NE. ¼	25	17	2			Do.
*Volume 3.**						
NE. ¼ NE. ¼	34	18	2			Oct. 20, 1851
SE. ¼ NE. ¼	34	18	2			Do.
SE. ¼ NW. ¼	35	18	2		Sept. 20, 1851	
NE. ¼ NW. ¼	35	18	2		Mar. 24 1854	
NW. ¼ NW. ¼	35	18	2		do	
NW. ¼ NE. ¼	35	18	2		do	
SE. ¼ NW. ¼	3	19	2			Mar. 15, 1852
NW. ¼ NW. ¼	3	19	2			Do.
NE. ¼ SW. ¼	3	19	2			Do.
NW. ¼ SW. ¼	3	19	2			Do.
SE. ¼ SW. ¼	3	19	2			Do.
SW. ¼ SW. ¼	3	19	2			Do.
NE. ¼ NE. ¼	4	19	2			Do.
NW. ¼ NE. ¼	4	19	2			Do.
SE. ¼ NE. ¼	4	19	2			Do.
SW. ¼ NE. ¼	4	19	2			Do.
NE. ¼ SW. ¼	4	19	2			Do.
NW. ¼ SW. ¼	4	19	2			Do.
SE. ¼ SW. ¼	4	19	2			Do.
SW. ¼ SW. ¼	4	19	2			Do.
NW. ¼ SE. ¼	4	19	2			Do.
SW. ¼ SE. ¼	4	19	2			Do.
NE. ¼ NE. ¼	9	19	2			Do.
NW. ¼ NE. ¼	9	19	2			Do.
NW. ¼ SE. ¼	9	19	2			Do.
SW. ¼ SE. ¼	9	19	2			Do.
NW. ¼ NW. ¼	10	19	2			Do.

*Subject to cash indemnity, 186 tracts, equal to about 7,440 acres; subject to land indemnity, 161 tracts, equal to about 6,440 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 3—Continued.		S.	E.			
SW. ¼ NW. ¼	10	19	2			Mar. 15, 1852
SE. ¼ SE. ¼	10	19	2			Do.
SW. ¼ SE. ¼	10	19	2			Do.
SE. ¼ SW. ¼	10	19	2			Do.
SW. ¼ SW. ¼	11	19	2		Dec. 5, 1850	
NE. ¼ NW. ¼	15	19	2			Do.
SE. ¼ NW. ¼	15	19	2			Do.
NE. ¼ SW. ¼	15	19	2			Do.
NW. ¼ SW. ¼	24	19	2			Feb. 17, 1851
SW. ¼ SW. ¼	24	19	2			Do.
NE. ¼ NW. ¼	25	19	2			Do.
NW. ¼ NW. ¼	25	19	2			Do.
NE. ¼ SW. ¼	3	11	3			Aug. 7, 1856
NW. ¼ SW. ¼	3	11	3			Do.
SE. ¼ SW. ¼	3	11	3			Do.
SW. ¼ SW. ¼	3	11	3			Do.
NW. ¼ SE. ¼	3	11	3			July 7, 1856
SW. ¼ SE. ¼	3	11	3			Do.
NE. ¼ NW. ¼	3	11	3			Feb. 19, 1857
NW. ¼ NW. ¼	3	11	3			Do.
NE. ¼ NE. ¼	4	11	3		Dec. 21, 1853	
NW. ¼ NE. ¼	4	11	3		do	
SE. ¼ NE. ¼	4	11	3		do	
SW. ¼ NE. ¼	4	11	3		do	
NW. ¼ SE. ¼	5	11	3			Dec. 21, 1853
SW. ¼ SE. ¼	5	11	3			Do.
NE. ¼ SW. ¼	5	11	3		Dec. 21, 1853	
NE. ¼ SE. ¼	5	11	3			Do.
SE. ¼ SE. ¼	5	11	3			Do.
SW. ¼ NW. ¼	8	11	3		May 7, 1856	
NE. ¼ NW. ¼	10	11	3			July 7, 1856
NW. ¼ NW. ¼	10	11	3			Do.
SW. ¼ NW. ¼	10	11	3			Do.
NE. ¼ NW. ¼	17	11	3			Feb. 9, 1854
NW. ¼ NW. ¼	17	11	3			Do.
SE. ¼ NW. ¼	17	11	3			Do.
SW. ¼ NW. ¼	17	11	3			Do.
NE. ¼ NW. ¼	19	14	3		Dec. 19, 1856	
NW. ¼ NW. ¼	19	14	3		do	
SE. ¼ NW. ¼	19	14	3		do	
SW. ¼ NW. ¼	19	14	3		do	
NE. ¼ SW. ¼	23	11	4		Dec. 24, 1853	
NW. ¼ SW. ¼	23	11	4		do	
NW. ¼ SE. ¼	23	11	4		Aug. 1, 1855	
SW. ¼ SE. ¼	23	11	4		May 26, 1851	
NE. ¼ NE. ¼	27	11	4		Sept. 4, 1851	
NW. ¼ NE. ¼	27	11	4		do	
Lot 4	31	11	4			Apr. 30, 1851
Lot 6	31	11	4			Do.
Lot 2	31	11	4			Do.
Lot 3	31	11	4			Oct. 26, 1850
Lot 10	31	11	4			Apr. 30, 1851
NE. ¼ NE. ¼	35	11	4			Oct. 26, 1850
NW. ¼ NE. ¼	35	11	4			Do.
SE. ¼ NE. ¼	35	11	4			Do.
SW. ¼ NE. ¼	35	11	4			Do.
NE. ¼ NW. ¼	35	11	4			Oct. 20, 1851
NW. ¼ NW. ¼	35	11	4			Do.
SE. ¼ NW. ¼	35	11	4			Do.
SW. ¼ NW. ¼	35	11	4			Do.
NE. ¼ SE. ¼	35	11	4			Nov. 8, 1850
NW. ¼ SE. ¼	35	11	4			Do.
SW. ¼ SE. ¼	35	11	4			Do.
SE. ¼ SE. ¼	35	11	4			Do.
NE. ¼ SW. ¼	35	11	4			Oct. 26, 1850
NW. ¼ SW. ¼	35	11	4			Do.
SE. ¼ SW. ¼	35	11	4			Do.
SW. ¼ SW. ¼	35	11	4			Do.
SE. ¼ SE. ¼	8	12	4			Oct. 9, 1851
NE. ¼ NW. ¼	1	16	4			Nov. 3, 1856
NW. ¼ NW. ¼	1	16	4			Do.
SE. ¼ NW. ¼	1	16	4			Do.
SW. ¼ NW. ¼	1	16	4			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 3—Continued.		S.	E.			
NW. ¼ SW. ¼	8	11	3		Dec. 24, 1853	
NW. ¼ SE. ¼	11	19	3		Feb. 28, 1857	
NE. ¼ SE. ¼	11	19	3		Mar. 2, 1857	
SW. ¼ SE. ¼	11	19	3		Feb. 28, 1857	
SW. ¼ NW. ¼	12	19	3		do	
SE. ¼ NE. ¼	12	19	3		do	
W. ½ NE. ¼	14	19	3		do	
SE. ¼ SE. ¼	23	11	4		Aug. 1, 1855	
NW. ¼	25	11	4		do	
W. ½ NE. ¼	26	11	4		do	
NW. ¼ NW. ¼	34	11	4			Sept. 19, 1853
SW. ¼ NW. ¼	34	11	4		Apr. 4, 1856	
W. ½ SE. ¼	7	16	4		Dec. 29, 1856	
NE. ¼ NE. ¼	4	11	5		Jan. 31, 1855	
SW. ¼ SW. ¼	5	11	5			Feb. 6, 1851
NW. ¼ SE. ¼	5	11	5		Jan. 2, 1856	
SE. ¼ SW. ¼	35	11	5		May 26, 1851	
SW. ¼ SW. ¼	35	11	5			Oct. 20, 1851
SE. ¼ SE. ¼	35	11	5			Jan. 11, 1853
NE. ¼ SW. ¼	6	14	5		Nov. 3, 1855	
SE. ¼ SW. ¼	6	14	5		do	
NW. ¼ SW. ¼	13	14	5		Dec. 15, 1854	
NE. ¼ SE. ¼	14	14	5		do	
NW. ¼ NE. ¼	25	14	5		Dec. 6, 1854	
E. ½ NE. ¼	25	14	5		do	
NW. ¼ SE. ¼	35	14	5		Jan. 11, 1856	
W. ½ SW. ¼	4	15	5		Feb. 11, 1857	
E. ½ NE. ¼	10	15	5		Feb. 14, 1855	
NE. ¼ SW. ¼	1	16	4			Nov. 3, 1856
NW. ¼ SW. ¼	1	16	4			Do.
SE. ¼ SW. ¼	1	16	4			Do.
SE. ¼ NE. ¼	2	16	4			Aug. 25, 1856
NW. ¼ NW. ¼	4	16	4			Nov. 12, 1856
SW. ¼ NW. ¼	4	16	4			Do.
NW. ¼ SW. ¼	4	16	4			Do.
Part SW. ¼	5	16	4			Dec. 22, 1856
NE. ¼ SE. ¼	6	16	4			Do.
NW. ¼ SE. ¼	6	16	4			Do.
SE. ¼ SE. ¼	6	16	4			Do.
SW. ¼ SE. ¼	6	16	4			Do.
NW. ¼ SE. ¼	7	16	4		Dec. 29, 1856	
SW. ¼ SE. ¼	7	16	4		do	
NW. ¼ NE. ¼	7	16	4		do	
SW. ¼ NE. ¼	7	16	4		do	
NE. ¼ SW. ¼	7	16	4		do	
NW. ¼ SW. ¼	7	16	4		do	
SE. ¼ SW. ¼	7	16	4		do	
SW. ¼ SW. ¼	7	16	4		do	
NE. ¼ NW. ¼	9	16	4		Nov. 3, 1856	
NW. ¼ NW. ¼	9	16	4		do	
SE. ¼ NW. ¼	9	16	4		do	
SW. ¼ NW. ¼	9	16	4		do	
Part NW. ¼	17	16	4		Dec. 29, 1856	
NE. ¼ SW. ¼	17	16	4			Nov. 12, 1856
NW. ¼ SW. ¼	17	16	4			Do.
SE. ¼ SW. ¼	17	16	4			Do.
SW. ¼ SW. ¼	17	16	4			Do.
NE. ¼ SE. ¼	18	16	4			Do.
NW. ¼ SE. ¼	18	16	4			Do.
NE. ¼ SW. ¼	18	16	4		Nov. 13, 1856	
NE. ¼ NW. ¼	18	16	4			Do.
NW. ¼ NW. ¼	18	16	4			Do.
SE. ¼ NW. ¼	18	16	4			Do.
SW. ¼ NW. ¼	18	16	4			Do.
NE. ¼ NE. ¼	18	16	4		Dec. 29, 1856	
NW. ¼ NE. ¼	18	16	4		do	
SE. ¼ NE. ¼	18	16	4			Do.
SW. ¼ NE. ¼	18	16	4			Do.
SW. ¼ SE. ¼	29	16	4			Nov. 3, 1856
NW. ¼ NE. ¼	30	16	4			Dec. 22, 1856
SW. ¼ NE. ¼	30	16	4			Do.
NE. ¼ NE. ¼	30	16	4			Do.
NE. ¼ SW. ¼	30	16	4			Dec. 24, 1856
SE. ¼ SW. ¼	30	16	4			Do.
NE. ¼ NW. ¼	32	16	4			Nov. 3, 1856
NW. ¼ NW. ¼	32	16	4			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 3—Continued.		S.	E.			
SE.¼ NW.¼	32	16	4			Nov. 3, 1856
SW.¼ NW.¼	32	16	4			Do.
SW.¼ SE.¼	3	17	4			Jan. 22, 1857
NW.¼ SW.¼	3	17	4			Do.
SW.¼ SW.¼	3	17	4			Do.
SE.¼ SW.¼	3	17	4			Do.
NE.¼ SE.¼	4	17	4			Feb. 3, 1857
SE.¼ SE.¼	4	17	4		Dec. 29, 1856	
NW.¼ SE.¼	4	17	4		do	
SW.¼ SE.¼	4	17	4		do	
SE.¼ NW.¼	4	17	4		do	
SW.¼ NW.¼	4	17	4		do	
NE.¼ SW.¼	4	17	4			Feb. 19, 1857
NW.¼ SW.¼	4	17	4			Do.
SE.¼ SW.¼	4	17	4		Feb. 18, 1857	
SW.¼ SW.¼	4	17	4			Dec. 22, 1856
SE.¼ SE.¼	5	17	4			Do.
SW.¼ SE.¼	5	17	4			Do.
NE.¼ SE.¼	5	17	4		Dec. 22, 1856	
NW.¼ SE.¼	5	17	4		do	
NW.¼ SW.¼	7	17	4		Dec. 29, 1856	
SW.¼ NW.¼	7	17	4		do	
SE.¼ SW.¼	7	17	4		do	
NE.¼ NW.¼	9	17	4			Feb. 19, 1857
NW.¼ NW.¼	9	17	4			Do.
SE.¼ NW.¼	9	17	4			Do.
SW.¼ NW.¼	9	17	4			Do.
NE.¼ NW.¼	10	17	4		Dec. 29, 1856	
SE.¼ NW.¼	10	17	4		do	
NE.¼ SE.¼	10	17	4		do	
NW.¼ SE.¼	10	17	4		do	
NE.¼ SW.¼	10	17	4		do	
NW.¼ SW.¼	10	17	4		do	
NW.¼ NE.¼	11	17	4			Jan. 22, 1857
SW.¼ NE.¼	11	17	4			Do.
NW.¼ SE.¼	11	17	4		Jan. 5, 1857	
SW.¼ SE.¼	11	17	4		do	
NE.¼ SE.¼	14	17	4		Dec. 29, 1856	
NW.¼ SE.¼	14	17	4		do	
SE.¼ SE.¼	14	17	4		do	
SW.¼ SE.¼	14	17	4		do	
SE. fr.¼	17	17	4			Feb. 3, 1857
SW. fr.¼	17	17	4			Feb. 10, 1857
NE.¼ NW.¼	18	17	4		Dec. 29, 1856	
SE.¼ NW.¼	18	17	4		do	
SE. fr.¼	18	17	4		Feb. 9, 1857	
SE.¼ NE.¼	19	17	4		do	
SW.¼ NE.¼	19	17	4		do	
NE.¼ NW.¼	19	17	4		do	
SE.¼ NW.¼	19	17	4		do	
NW.¼ NW.¼	29	17	4			Jan. 13, 1857
SW.¼ NW.¼	29	17	4			Do.
SE.¼ SE.¼	6	11	5			Feb. 6, 1851
SW.¼ NW.¼	8	11	5			Do.
NW.¼ NE.¼	12	11	5			May 18, 1851
SW.¼ NE.¼	12	11	5			Do.
SW.¼ SE.¼	21	11	5		Jan. 31, 1855	
SW.¼ NW.¼	27	11	5		Aug. 6, 1856	
NE.¼ NW.¼	1	12	5			May 25, 1853
NW.¼ NW.¼	1	12	5			Do.
SE.¼ NW.¼	1	12	5			Do.
SW.¼ NW.¼	1	12	5			Do.
NE.¼ SW.¼	1	12	5			Oct. 29, 1851
SE.¼ SW.¼	1	12	5		Oct. 6, 1853	
NW.¼ SW.¼	1	12	5			May 15, 1852
Lot 5	2	12	5			May 25, 1853
Lot 6	2	12	5			Do.
Lot 7	2	12	5			Do.
Lot 8	2	12	5			Do.
NE.¼ NE.¼	12	12	5			Do.
NW.¼ NE.¼	12	12	5			Do.
SE.¼ NW.¼	5	14	5		Jan. 5, 1856	
NE.¼ SW.¼	13	14	5		Dec. 5, 1854	
NW.¼ SE.¼	14	14	5		do	
NE.¼ SW¼	14	14	5		do	
NW.¼ SW.¼	14	14	5		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 3—Continued.		S.	E.			
SW. ¼ SE. ¼	25	14	5		Dec. 6, 1854	
NW. ¼ SE. ¼	25	14	5		do	
SW. ¼ NE. ¼	25	14	5		do	
NE. ¼ NE. ¼	35	14	5		do	
SE. ¼ NE. ¼	35	14	5		do	
NE. ¼ SE. ¼	35	14	5		Jan. 11, 1856	
SE. ¼ SW. ¼	1	15	5		Feb. 11, 1857	
SE. ¼ NE. ¼	3	15	5		Jan. 31, 1857	
NW. ¼ SE. ¼	3	15	5		Feb. 14, 1855	
SE. ¼ SE. ¼	3	15	5		do	
NE. ¼ SE. ¼	3	15	5		do	
SW. ¼ SE. ¼	3	15	5		do	
SE. ¼ SW. ¼	3	15	5		Jan. 31, 1857	
NW. ¼ SW. ¼	3	15	5		do	
SW. ¼ SW. ¼	3	15	5		do	
SW. ¼ SE. ¼	4	15	5		Feb. 11, 1857	
NE. ¼ SE. ¼	5	15	5		do	
SE. ¼ SE. ¼	5	15	5		do	
SW. ¼ SE. ¼	5	15	5		do	
NW. ¼ NE. ¼	10	15	5		Feb. 14, 1855	
SW. ¼ NE. ¼	10	15	5		do	
NE. ¼ NW. ¼	10	15	5		do	
NW. ¼ NW. ¼	10	15	5		do	
SE. ¼ NW. ¼	10	15	5		do	
SW. ¼ NW. ¼	10	15	5		do	
SE. ¼ NW. ¼	11	15	5		Feb. 28, 1855	
SW. ¼ NW. ¼	11	15	5		do	
NE. ¼ NE. ¼	11	15	5		Feb. 21, 1855	
NW. ¼ NE. ¼	11	15	5		do	
SE. ¼ NE. ¼	11	15	5		do	
SW. ¼ NE. ¼	11	15	5		do	
NE. ¼ SE. ¼	11	15	5		do	
NW. ¼ SE. ¼	11	15	5		do	
SE. ¼ SE. ¼	11	15	5		do	
SW. ¼ SE. ¼	11	15	5		do	
NE. ¼ NW. ¼	12	15	5		Feb. 11, 1857	
NW. ¼ NW. ¼	12	15	5		do	
SE. ¼ SW. ¼	12	15	5		do	
SW. ¼ SW. ¼	12	15	5		do	
NW. ¼ SW. ¼	12	15	5		do	
NW. ¼ NE. ¼	13	15	5		do	
NE. ¼ NW. ¼	13	15	5		do	
NW. ¼ NW. ¼	13	15	5		do	
SE. ¼ SW. ¼	13	15	5		do	
SW. ¼ SW. ¼	13	15	5		do	
NW. ¼ NE. ¼	14	15	5		Feb. 3, 1857	
NE. ¼ SE. ¼	17	15	5		Jan. 31, 1857	
SE. ¼ SE. ¼	17	15	5		do	
SW. ¼ SE. ¼	17	15	5		do	
NE. ¼ NE. ¼	13	16	5			Dec. 9, 1856
NW. ¼ NE. ¼	13	16	5			Do.
SE. ¼ NE. ¼	13	16	5			Do.
SW. ¼ NE. ¼	13	16	5			Do.
NE. ¼ NW. ¼	13	16	5			Do.
SE. ¼ NW. ¼	13	16	5			Do.
NW. ¼ SE. ¼	24	16	5		Dec. 22, 1856	
SE. ¼ SE. ¼	24	16	5		do	
NW. ¼ NW. ¼	24	16	5			Dec. 22, 1856
SW. ¼ NW. ¼	24	16	5			Do.
NE. ¼ SW. ¼	25	16	5		Dec. 29, 1856	
NW. ¼ SW. ¼	25	16	5		do	
SE. ¼ SW. ¼	25	16	5		do	
SW. ¼ SW. ¼	25	16	5		do	
NE. ¼ NE. ¼	26	16	5		do	
NW. ¼ NE. ¼	26	16	5		do	
SE. ¼ NE. ¼	26	16	5		do	
SW. ¼ NE. ¼	26	16	5		do	
NE. ¼ SE. ¼	26	16	5		do	
SW. ¼ SW. ¼	2	17	5		Dec. 22, 1856	
NW. ¼ NW. ¼	11	17	5		Jan. 20, 1857	
NE. ¼ SE. ¼	12	17	5		Jan. 22, 1857	
SE. ¼ SE. ¼	12	17	5		do	
S. ½ NW. ¼	4	11	3		Oct. 28, 1853	
S. ½	4	11	3		Dec. 21, 1853	
NE. ¼	5	11	3		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
*Volume 4.**		N.	E.			
SE. ¼ NW. ¼	6	2	1			Jan. 2, 1857
SW. ¼ NW. ¼	6	2	1			Do.
NE. ¼ SE. ¼	24	6	1		Nov. 13, 1850	
NW. ¼ SE. ¼	3	13	1		May 1, 1851	
NE. ¼ SW. ¼	3	13	1		do	
NE. ¼ SE. ¼	4	13	1		do	
NE. ¼ SW. ¼	18	13	1			Dec. 8, 1851
NW. ¼ SW. ¼	18	13	1			Do.
SE. ¼ SW. ¼	18	13	1			Do.
SW. ¼ SW. ¼	18	13	1			Do.
NW. ¼ SW. ¼	28	13	1		Apr. 28, 1851	
NE. ¼ NW. ¼	19	18	1			Dec. 10, 1851
NW. ¼ NW. ¼	19	18	1			Do.
SE. ¼ NW. ¼	19	18	1			Do.
SW. ¼ NW. ¼	19	18	1			Do.
NE. ¼ NE. ¼	15	18	1		Mar. 6, 1855	
SE. ¼ NE. ¼	15	18	1		do	
NE. ¼ SE. ¼	15	18	1		do	
SE. ¼ SE. ¼	15	18	1		do	
NE. ¼ NW. ¼	1	3	2			Sept. 20, 1852
NW. ¼ NW. ¼	1	3	2			Do.
NE. ¼ NE. ¼	2	3	2			Aug. 11, 1852
NW. ¼ NE. ¼	2	3	2			Do.
NE. ¼ SW. ¼	3	3	2			Jan. 11, 1853
SE. ¼ SE. ¼	13	3	2		Dec. 17, 1851	
NE. ¼ SE. ¼	13	3	2			June 29, 1852
NW. ¼ SE. ¼	13	3	2			Do.
SW. ¼ SE. ¼	14	3	2		Dec. 17, 1851	
SW. ¼ NW. ¼	10	5	2		Dec. 9, 1851	
NE. ¼ SW. ¼	10	5	2			Dec. 28, 1850
SE. ¼ SE. ¼	22	6	2			Sept. 1, 1852
SE. ¼ SW. ¼	12	14	2		June 4, 1851	
SE. ¼ SE. ¼	24	14	2		Jan. 27, 1851	
SW. ¼ SW. ¼	10	16	2		Apr. 12, 1851	
SE. ¼ NW. ¼	26	17	2		Apr. 1, 1851	
NW. ¼ SE. ¼	26	17	2		do	
NW. ¼ SE. ¼	10	18	2		Dec. 4, 1854	
NE. ¼ NE. ¼	15	18	2		Nov. 11, 1854	
NW. ¼ NE. ¼	15	18	2		do	
NW. ¼ SE. ¼	18	18	2		Apr. 2, 1855	
NE. ¼ SW. ¼	18	18	2		do	
SE. ¼ NW. ¼	18	18	2		do	
SW. ¼ NE. ¼	18	18	2		do	
SE. ¼ NW. ¼	32	20	2		Jan. 10, 1851	
NE. ¼ NE. ¼	1	21	2		Dec. 30, 1851	
NW. ¼ NE. ¼	1	21	2		do	
SE. ¼ NE. ¼	1	21	2		do	
SW. ¼ NE. ¼	1	21	2		do	
NE. ¼ SE. ¼	24	11	3		June 27, 1854	
SE. ¼ SE. ¼	24	11	3		do	
SW. ¼ SE. ¼	36	11	3		Oct. 9, 1851	
NW. ¼ SW. ¼	2	13	3		Feb. 13, 1852	
SW. ¼ SE. ¼	2	13	3		Feb. 20, 1854	
NE. ¼ SE. ¼	3	13	3		Feb. 13, 1853	
NE. ¼ NW. ¼	3	13	3			May 7, 1852
NW. ¼ SE. ¼	3	13	3			Do.
NW. ¼ NW. ¼	12	13	3			June 18, 1852
SW. ¼ NW. ¼	12	13	3			Do.
NE. ¼ SE. ¼	12	13	3			Apr. 27, 1852
NW. ¼ SE. ¼	12	13	3			Do.
SE. ¼ SE. ¼	1	14	3			Mar. 3, 1853
SW. ¼ SE. ¼	1	14	3			Do.
SE. ¼ SW. ¼	1	14	3			Dec. 2, 1852
SW. ¼ SW. ¼	1	14	3			Do.
NW. ¼ SW. ¼	1	14	3		Nov. 23, 1853	
SW. ¼ NE. ¼	6	14	3		Feb. 10, 1851	
NW. ¼ SW. ¼	6	14	3		July 26, 1851	
SW. ¼ SW. ¼	6	14	3		do	
NW. ¼ SW. ¼	8	14	3		Dec. 27, 1853	
NE. ¼ NW. ¼	10	14	3		Nov. 20, 1854	
SE. ¼ SE. ¼	14	14	3			Mar. 3, 1853
SW. ¼ SE. ¼	14	14	3			Do.
SW. ¼ SE. ¼	21	14	3		Dec. 1, 1853	
SE. ¼ NE. ¼	24	14	3			Mar. 22, 1852

* Subject to cash indemnity, 343 tracts equal to about 13,720 acres; subject to land indemnity, 208 tracts equal to about 8,320 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 4—Continued.		N.	E.			
SW. ¼ NE. ¼	24	14	3			Mar., 22, 1852
NW. ¼ NE. ¼	24	14	3		Mar. 22, 1852	
NE. ¼ SW. ¼	24	14	3			May 3, 1852
SE. ¼ SW. ¼	24	14	3			Do.
NE. ¼ SE. ¼	24	14	3			June 18, 1852
NE. ¼ NE. ¼	25	14	3			Mar. 5, 1852
NW. ¼ NE. ¼	25	14	3			Do.
NE. ¼ NW. ¼	25	14	3			Apr. 27, 1852
SE. ¼ NW. ¼	25	14	3			Do.
SW. ¼ NW. ¼	25	14	3			Oct. 4, 1853
NW. ¼ SW. ¼	25	14	3			Mar. 25, 1852
SW. ¼ SW. ¼	25	14	3			Do.
NE. ¼ NE. ¼	26	14	3		Apr. 1, 1852	
SE. ¼ NE. ¼	26	14	3		do	
NW. ¼ SW. ¼	29	14	3			June 18, 1852
SW. ¼ SW. ¼	29	14	3		Jan. 27, 1852	
SE. ¼ NE. ¼	30	14	3			June 18, 1852
NW. ¼ SE. ¼	1	15	3		Mar. 4, 1852	
NE. ¼ SW. ¼	4	15	3		Nov. 23, 1850	
NW. ¼ NW. ¼	12	15	3			Mar. 17, 1852
SW. ¼ NW. ¼	12	15	3			Do.
NE. ¼ NE. ¼	20	15	3		Nov. 7, 1851	
SE. ¼ NE. ¼	20	15	3		Feb. 19, 1851	
NW. ¼ SW. ¼	24	15	3		Nov. 12, 1856	
SW. ¼ SW. ¼	24	15	3		June 26, 1851	
NW. ¼ NE. ¼	29	15	3			Jan. 30, 1852
NW. ¼ SW. ¼	32	15	3		June 6, 1851	
SE. ¼ NE. ¼	36	15	3		July 30, 1854	
SW. ¼ SE. ¼	12	16	3		July 16, 1854	
NE. ¼ SW. ¼	12	16	3		Jan. 28, 1852	
SE. ¼ SW. ¼	12	16	3		do	
NW. ¼ SW. ¼	12	16	3		do	
SW. ¼ NE. ¼	19	16	3		Sept. 22, 1851	
NE. ¼ SE. ¼	19	16	3		do	
SE. ¼ SE. ¼	23	16	3		Jan. 10, 1851	
SE. ¼ NE. ¼	27	16	3		Sept. 19, 1851	
NE. ¼ NE. ¼	30	16	3		Sept. 22, 1851	
N. frl. ¼ NE. ¼	6	21	3	2	Sept. 2, 1851	
S. frl. ¼ NE. ¼	6	21	3	85.59	do	
NE. ¼ SE. ¼	6	21	3	40	do	
NW. ¼ SE. ¼	6	21	3	40	do	
SE. ¼ SE. ¼	6	21	3	40	do	
SW. ¼ SE. ¼	6	21	3	40	do	
NE. ¼ SW. ¼	6	21	3	34.40	do	
NW. ¼ SW. ¼	6	21	3	34.40	do	
SE. ¼ SW. ¼	6	21	3	34.40	do	
SW. ¼ SW. ¼	6	21	3	34.40	do	
NE. ¼ SW. ¼	9	21	3		Dec. 9, 1854	
SE. ¼ SW. ¼	9	21	3		do	
NE. ¼ NE. ¼	7	11	4		Mar. 5, 1853	
NE. ¼ NE. ¼	4	12	4		July 11, 1854	
SE. ¼ NE. ¼	4	12	4		do	
NE. ¼ NW. ¼	17	12	4			June 28, 1853
NE. ¼ SW. ¼	17	12	4		Dec. 22, 1851	
NW. ¼ NE. ¼	27	12	4		Oct. 6, 1856	
SW. ¼ NE. ¼	27	12	4		do	
NW. ¼ SE. ¼	27	12	4		do	
SW. ¼ SE. ¼	27	12	4		do	
SE. ¼ NE. ¼	30	12	4		Dec. 22, 1851	
SW. ¼ SW. ¼	31	12	4			Mar. 25, 1852
NW. ¼ NE. ¼	34	12	4		Oct. 6, 1856	
SW. ¼ NE. ¼	34	12	4		do	
NE. ¼ SW. ¼	5	13	4			Mar. 5, 1852
SE. ¼ NW. ¼	8	13	4			June 28, 1853
SW. ¼ SW. ¼	34	13	4		Dec. 22, 1851	
NW. ¼ SW. ¼	34	13	4		Nov. 24, 1853	
NE. ¼ NW. ¼	6	14	4			Nov. 19, 1852
SE. ¼ NW. ¼	6	14	4			Do.
SW. ¼ NW. ¼	6	14	4			Do.
NE. ¼ SW. ¼	18	14	4			Apr. 25, 1853
NW. ¼ SW. ¼	18	14	4			Do.
SE. ¼ SW. ¼	18	14	4			Do.
SW. ¼ SW. ¼	18	14	4			Do.
NW. ¼ SE. ¼	32	14	4			June 7, 1853
SW. ¼ SE. ¼	32	14	4			Do
SE. ¼ SE. ¼	5	15	4			Feb. 23, 1852
SW. ¼ SE. ¼	5	15	4			Do.

List of alleged swamp lands upon which cash and land idemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 4—Continued.		N.	E.			
SW. ¼ SW. ¼	8	15	4		Jan. 20, 1852	
SE. ¼ SW. ¼	19	15	4		Nov. 27, 1851	
SE. ¼ NE. ¼	24	15	4			Aug. 19, 1852
SW. ¼ NE. ¼	24	15	4			Do.
NE. ¼ SW. ¼	27	15	4			Apr. 25, 1853
SE. ¼ SW. ¼	27	15	4			Do.
NW. ¼ NW. ¼	27	15	4			Dec. 1, 1853
SW. ¼ NW. ¼	27	15	4			Do.
NW. ¼ SW. ¼	27	15	4		Dec. 12, 1853	
NE. ¼ NE. ¼	28	15	4			Jan. 28, 1852
NE. ¼ NE. ¼	33	15	4			Feb. 28, 1852
SW. ¼ NE. ¼	33	15	4		Apr. 9, 1851	
NE. ¼ SE. ¼	33	15	4			Feb. 16, 1857
SE. ¼ SE. ¼	33	15	4			Do.
NE. ¼ SW. ¼	36	15	4			Nov. 21, 1853
NW. ¼ SW. ¼	36	15	4			Do.
SE. ¼ SW. ¼	36	15	4			Do.
SW. ¼ SW. ¼	36	15	4			Do.
NE. ¼ NW. ¼	4	16	4			Jan. 6, 1852
SE. ¼ SE. ¼	6	16	4		Jan. 28, 1852	
SW. ¼ SE. ¼	6	16	4		....do	
SE. ¼ NE. ¼	7	16	4		Jan. 1, 1852	
NW. ¼ SE. ¼	7	16	4		Mar. 6, 1851	
SW. ¼ SE. ¼	7	16	4		....do	
NE. ¼ SE. ¼	7	16	4			Jan. 10, 1852
SE. ¼ SW. ¼	7	16	4		Feb. 10, 1851	
SE. ¼ NW. ¼	8	16	4		Jan. 23, 1852	
NE. ¼ NW. ¼	18	16	4		Apr. 11, 1851	
SE. ¼ NW. ¼	18	16	4		....do	
SE. ¼ SE. ¼	28	17	4		Jan. 26, 1852	
SW. ¼ NE. ¼	33	17	4		Mar. 6, 1851	
NW. ¼ SE. ¼	33	17	4			Nov. 18, 1851
NE. ¼ SW. ¼	33	17	4			Do.
SE. ¼ NE. ¼	14	18	4		June 2, 1851	
NE. ¼ SW. ¼	5	15	5			Jan. 28, 1852
NW. ¼ NW. ¼	8	15	5			Nov. 27, 1851
SE. ¼ SW. ¼	34	18	4			Jan. 22, 1852
NE. ¼ NW. ¼	19	15	5		May 2, 1856	
SE. ¼ NW. ¼	19	15	5		....do	
NE. ¼ NW. ¼	32	15	5		June 28, 1853	
NW. ¼ NW. ¼	32	15	5		....do	
Lot 10	1	17	5		Feb. 25, 1851	
NW. ¼ NW. ¼	26	17	5		Feb. 26, 1857	
NE. ¼ NE. ¼	7	13	6			June 28, 1853
NW. ¼ NE. ¼	7	13	6			Do.
SE. ¼ NE. ¼	7	13	6			Do.
SW. ¼ NE. ¼	7	13	6			Do.
NE. ¼ SE. ¼	7	13	6			Apr. 26, 1853
NW. ¼ SE. ¼	7	13	6			Do.
SE. ¼ SE. ¼	7	13	6			Do.
SW. ¼ SE. ¼	7	13	6			Do.
NE. ¼ SW. ¼	7	13	6			Do.
SE. ¼ SW. ¼	7	13	6			Do.
SE. ¼ SE. ¼	19	17	6			May 22, 1851
SW. ¼ SE. ¼	19	17	6			Do.
SE. ¼ SW. ¼	19	17	6			Do.
SW. ¼ SW. ¼	19	17	6			Do.
NW. ¼ NW. ¼	19	17	6		June 9, 1852	
NE. ¼ NW. ¼	19	17	6		Jan. 2, 1854	
NW. ¼ SW. ¼	19	19	6		July 1, 1852	
SW. ¼ SW. ¼	19	19	6		Jan. 16, 1852	
		N.	W.			
NW. ¼ NW. ¼	9	7	1			June 19, 1852
NE. ¼ NE. ¼	5	9	1		Nov. 4, 1854	
NW. ¼ NE. ¼	5	9	1		....do	
NW. ¼ NE. ¼	18	11	1		Jan. 1, 1851	
SE. ¼ NE. ¼	23	11	1		Oct. 27, 1854	
SW. ¼ NE. ¼	23	11	1		....do	
SE. ¼ SW. ¼	23	11	1		....do	
NE. ¼ SE. ¼	23	11	1		....do	
NW. ¼ SE. ¼	23	11	1		....do	
SW. ¼ SE. ¼	23	11	1		Apr. 11, 1851	
NE. ¼ NW. ¼	26	11	1		Oct. 27, 1854	
SW. ¼ NE. ¼	10	12	1			Mar. 17, 1851
NW. ¼ SE. ¼	10	12	1			Do.
SW. ¼ SE. ¼	10	12	1			Do.
NE. ¼ SW. ¼	10	12	1			Do

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 4—Continued.		N.	W.			
NW. ¼ SE. ¼	14	12	1		June 5, 1852	
SW. ¼ SE. ¼	14	12	1		do	
NW. ¼ NW. ¼	14	12	1		Apr. 4, 1851	
SE. ¼ SW. ¼	14	12	1		Apr. 5, 1851	
SW. ¼ SW. ¼	14	12	1		do	
SW. ¼ NE. ¼	17	12	1			June 14, 1852
NW. ¼ SE. ¼	17	12	1		Dec. 5, 1851	
SW. ¼ SE. ¼	17	12	1		do	
NW. ¼ NE. ¼	20	12	1		Dec. 26, 1851	
SW. ¼ NE. ¼	20	12	1		do	
NE. ¼ NW. ¼	23	12	1		Apr. 17, 1851	
NW. ¼ NW. ¼	23	12	1		do	
SW. ¼ NW. ¼	23	12	1			Jan. 15, 1852
SW. ¼ SW. ¼	28	12	1		Jan. 10, 1852	
SW. ¼ SE. ¼	28	12	1		Feb. 24, 1852	
NW. ¼ N[illegible]. ¼	29	12	1		Dec. 26, 1851	
SW. ¼ SE. ¼	29	12	1		June 15, 1851	
SE. ¼ NE. ¼	18	13	1		Dec. 13, 1850	
NE. ¼ SE. ¼	18	13	1		do	
SW. ¼ SE. ¼	18	13	1		do	
SE. ¼ SE. ¼	24	13	1			Dec. 8, 1851
SW. ¼ SE. ¼	24	13	1			Do.
NE. ¼ SE. ¼	24	13	1			Do.
NE. ¼ SE. ¼	29	14	1		Mar. 13, 1851	
NE. ¼ SW. ¼	28	15	1			Nov. 25, 1851
SE. ¼ SW. ¼	28	15	1			Do.
NE. ¼ NW. ¼	30	15	1		Aug. 2, 1851	
SE. ¼ NW. ¼	30	15	1		do	
NE. ¼ SW. ¼	30	15	1		May 26, 1851	
SW. ¼ SW. ¼	30	15	1		May 29, 1851	
SE. ¼ SW. ¼	31	15	1		Aug. 28, 1851	
SW. ¼ SW. ¼	31	15	1		do	
NW. ¼ NE. ¼	33	15	1			Nov. 25, 1851
SE. ¼ SW. ¼	4	16	1			Sept. 19, 1851
NE. ¼ NW. ¼	9	16	1			Do.
NW. ¼ NW. ¼	9	16	1			Do.
SW. ¼ NW. ¼	9	16	1			Do.
NW. ¼ SW. ¼	15	16	1		Feb. 1, 1851	
SW. ¼ NW. ¼	10	16	1			Aug. 1, 1851
NE. ¼ NE. ¼	17	16	1		Dec. 13, 1851	
NW. ¼ NE. ¼	17	16	1		do	
SE. ¼ NE. ¼	17	16	1		do	
SW. ¼ NE. ¼	17	16	1		do	
NE. ¼ SE. ¼	21	16	1		July 30, 1851	
SE. ¼ NE. ½	29	16	1		do	
SE. ¼ SE. ¼	29	16	1		Aug. 8, 1851	
SW. ¼ SW. ¼	32	16	1		Jan. 8, 1852	
SE. ¼ NE. ¼	33	16	1		Aug. 2, 1851	
SE. ¼ SW. ¼	34	16	1			Aug. 4, 1851
SW. ¼ SW. ¼	34	16	1			Do.
NE. ¼ NE. ¼	13	17	1		Apr. 15, 1856	
NW. ¼ NE. ¼	13	17	1		do	
NW. ¼ NW. ¼	9	17	1		Nov. 1, 1854	
NE. ¼ NW. ¼	9	17	1		do	
SW. ¼ fr. ¼	15	17	1		Feb. 9, 1852	
SE. ¼ SW. ¼	23	17	1		Feb. 2, 1852	
NW. ¼ SW. ¼	23	17	1		do	
NW. ¼ SE. ¼	26	17	1		July 30, 1851	
SW. ¼ SE. ¼	26	17	1		do	
SW. ¼ NE. ¼	26	17	1		do	
NE. ¼ NE. ¼	32	17	1		Nov. 27, 1856	
SW. ¼ NE. ¼	34	17	1		Sept. 4, 1851	
NE. ¼ SW. ¼	35	17	1		Nov. 4, 1851	
SE. ¼ SW. ¼	35	17	1		do	
SW. ¼ SW. ¼	35	17	1		do	
NE. ¼ SE. ¼	24	18	1			Dec. 10, 1851
NW. ¼ SE. ¼	24	18	1			Do.
SE. ¼ SE. ¼	24	18	1			Do.
SW. ¼ SE. ¼	24	18	1			Do.
SE. ¼ SW. ¼	25	18	1			Sept. 15, 1852
SW. ¼ SW. ¼	25	18	1			Do.
NE. ¼ SE. ¼	28	19	1			Feb. 9, 1852
SE. ¼ SE. ¼	28	19	1			Do.
NE. ¼ NW. ¼	3	3	2		Oct. 23, 1850	
NE. ¼ NE. ¼	7	4	2		Dec. 18, 1851	
SE. ¼ NE. ¼	7	4	2		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 4—Continued.		N.	W.			
SE. ¼ SE. ¼	7	4	2			Oct. 17, 1851
NW. ¼ SE. ¼	7	4	2		Apr. 5, 1852	
NE. ¼ NW. ¼	17	4	2		Jan. 12, 1851	
NW. ¼ NW. ¼	17	4	2			Oct. 17, 1851
NE. ¼ NE. ¼	18	4	2			Jan. 12, 1851
NW. ¼ SE. ¼	3	5	2		Dec. 11, 1851	
SE. ¼ SW. ¼	3	5	2			Feb. 5, 1851
NE. ¼ NE. ¼	7	5	2			Do.
SE. ¼ SE. ¼	8	5	2			Do.
SW. ¼ NE. ¼	9	5	2		Dec. 3, 1850	
NW. ¼ SE. ¼	9	5	2			Feb. 5, 1851
NE. ¼ NE. ¼	17	5	2			Do.
NW. ¼ NE. ¼	17	5	2			Do.
NW. ¼ SW. ¼	29	5	2			Do.
NW. ¼ SW. ¼	34	5	2			Do.
SW. ¼ SE. ¼	3	7	2		Dec. 19, 1851	
NE. ¼ SW. ¼	8	7	2		Jan. 1, 1851	
SE. ¼ NE. ¼	9	7	2		Feb. 7, 1855	
SW. ¼ NE. ¼	9	7	2		do	
SE. ¼ SE. ¼	9	7	2		Dec. 13, 1851	
NE. ¼ SW. ¼	9	7	2			Mar. 1, 1852
NW. ¼ SW. ¼	9	7	2			Do.
SW. ¼ SW. ¼	10	7	2		Dec. 10, 1850	
SW. ¼ SW. ¼	11	7	2			July 17, 1851
SE. ¼ NW. ¼	12	7	2		Apr. 5, 1851	
SW. ¼ NW. ¼	12	7	2		do	
NE. ¼ NW. ¼	12	7	2		do	
SE. ¼ SW. ¼	12	7	2		Sept. 22, 1851	
NE. ¼ NW. ¼	13	7	2			Sept. 22, 1851
NW. ¼ NW. ¼	13	7	2			Do.
NE. ¼ NW. ¼	15	7	2		Sept. 1, 1854	
NW. ¼ NW. ¼	15	7	2		do	
SW. ¼ SW. ¼	15	7	2		Mar. 15, 1851	
SE. ¼ NE. ¼	24	7	2		Nov. 3, 1851	
SW. ¼ SW. ¼	24	7	2		Feb. 7, 1851	
NW. ¼ NE. ¼	25	7	2			Jan. 11, 1855
NW. ¼ SE. ¼	25	7	2		Dec. 16, 1850	
SW. ¼ SE. ¼	25	7	2			Dec. 16, 1850
NE. ¼ NW. ¼	25	7	2			Do.
SE. ¼ NW. ¼	25	7	2			Do.
NW. ¼ NW. ¼	25	7	2			Do.
NE. ¼ SW. ¼	25	7	2			Do.
SW. ¼ SW. ¼	25	7	2			Do.
SE. ¼ NW. ¼	27	7	2		Aug. 3, 1855	
SW. ¼ NW. ¼	27	7	2		do	
SE. ¼ NE. ¼	31	7	2			Nov. 21, 1850
SW. ¼ NE. ¼	31	7	2			Do.
NW. ¼ SE. ¼	31	7	2			Do.
NE. ¼ SW. ¼	31	7	2			Do.
NE. ¼ SE. ¼	35	7	2			Dec. 16, 1850
NE. ¼ NW. ¼	36	7	2			Do.
NW. ¼ NW. ¼	36	7	2			Do.
SE. ¼ NW. ¼	36	7	2			Do.
SW. ¼ NW. ¼	36	7	2			Do.
NW. ¼ SW. ¼	36	7	2			Do.
NW. ¼ NW. ¼	8	8	2			Mar. 5, 1851
SW. ¼ NW. ¼	8	8	2			Do.
NE. ¼ NW. ¼	8	8	2			Do.
NE. ¼ SW. ¼	11	8	2		Nov. 13, 1850	
NE. ¼ NE. ¼	15	8	2		Dec. 9, 1850	
SW. ¼ SE. ¼	18	8	2		Jan. 3, 1851	
NE. ¼ SE. ¼	19	8	2			Jan. 3, 1852
NW. ¼ NW. ¼	19	8	2			June 24, 1852
SW. ¼ NW. ¼	19	8	2			Do.
NW. ¼ SW. ¼	26	8	2		Dec. 12, 1850	
SW. ¼ SW. ¼	26	8	2		do	
SW. ¼ SW. ¼	28	8	2		Mar. 28, 1851	
NW. ¼ SE. ¼	28	8	2		Sept. 6, 1854	
SE. ¼ NW. ¼	30	8	2		Nov. 1, 1850	
NE. ¼ NE. ¼	32	8	2			July 1, 1852
NW. ¼ NE. ¼	33	8	2		Jan. 20, 1851	
SW. ¼ SE. ¼	2	9	2		Sept. 27, 1851	
SW. ¼ NE. ¼	5	9	2			Mar. 28, 1851
NE. ¼ NE. ¼	6	9	2		Feb. 22, 1851	
NW. ¼ NE. ¼	6	9	2		do	
SE. ¼ NE. ¼	6	9	2		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 4—Continued.		N.	W.			
SW. ¼ NE. ¼	6	9	2		Feb. 22, 1851	
NE. ¼ NW. ¼	6	9	2		do	
NW. ¼ NW. ¼	6	9	2		do	
SE. ¼ NW. ¼	6	9	2		do	
SW. ¼ NW. ¼	6	9	2		do	
NE. ¼ SE. ¼	6	9	2		do	
NW. ¼ SE. ¼	6	9	2		do	
SE. ¼ SE. ¼	6	9	2		do	
SW. ¼ SE. ¼	6	9	2		do	
NE. ¼ SW. ¼	6	9	2		do	
NW. ¼ SW. ¼	6	9	2		do	
SE. ¼ SW. ¼	6	9	2		do	
SW. ¼ SW. ¼	6	9	2		do	
NE. ¼ NE. ¼	7	9	2		do	
NW. ¼ NE. ¼	7	9	2		do	
SE. ¼ NE. ½	7	9	2		do	
SW. ¼ NE. ¼	7	9	2		do	
Lot 2	7	9	2		do	
Lot 3	7	9	2		do	
Lot 4	7	9	2		do	
Lot 5	7	9	2		do	
NE. ¼ SE. ¼	7	9	2		Apr. 16, 1851	
NW. ¼ SE. ¼	7	9	2		do	
SE. ¼ SE. ¼	7	9	2		do	
SW. ¼ SE. ¼	7	9	2		do	
Lot 8	7	9	2		do	
Lot 9	7	9	2		do	
Lot 10	7	9	2		do	
Lot 11	7	9	2		do	
NW. ¼ NW. ¼	8	9	2			Nov. 12, 1851
SW. ¼ NW. ¼	8	9	2		Oct. 24, 1851	
NW. ¼ SW. ¼	8	9	2			Do.
SW. ¼ SW. ¼	8	9	2			Do.
Lot 6	19	9	2		Oct. 17, 1850	
Lot 2	19	9	2		Dec. 19, 1854	
Lot 4	19	9	2		do	
Lot 5	19	9	2		do	
NW. ¼ NW. ¼	20	9	2		Apr. 16, 1851	
SW. ¼ NW. ¼	20	9	2		Dec. 19, 1854	
NW. ¼ NE. ¼	2	10	2		June 8, 1855	
SW. ¼ NE. ¼	2	10	2		do	
NE. ¼ SE. ¼	8	10	2		Nov. 4, 1854	
SE. ¼ SE. ¼	8	10	2		do	
NW. ¼ SE. ¼	8	10	2		do	
NE. ¼ NE. ¼	9	10	2		do	
SE. ¼ NE. ¼	9	10	2		do	
SW. ¼ NW. ¼	10	10	2		Nov. 3, 1854	
NW. ¼ SW. ¼	10	10	2		do	
SW. ¼ SW. ¼	10	10	2		do	
SE. ¼ SW. ¼	10	10	2		do	
SW. ¼ NE. ¼	15	10	2		do	
NW. ¼ NE. ¼	15	10	2		do	
SE. ¼ SE. ¼	23	10	2			Nov. 30, 1850
NW. ¼ NW. ¼	24	10	2		Feb. 6, 1851	
NW. ¼ SW. ¼	24	10	2		Nov. 1, 1854	
SW. ¼ SW. ¼	24	10	2		do	
NE. ¼ SW. ¼	24	10	2		Feb. 6, 1851	
NE. ¼ NE. ¼	26	10	2			Do.
NW. ¼ NE. ¼	26	10	2			Do.
SW. ¼ NE. ¼	26	10	2			Do.
NW. ¼ NW. ¼	34	10	2		Feb. 6, 1851	
NE. ¼ SE. ¼	3	11	2		Jan. 21, 1851	
NW. ¼ SE. ¼	3	11	2		do	
SE. ¼ SE. ¼	3	11	2			Oct. 27, 1851
W. ½ lot 2 NW. ¼	4	11	2	46.41	Mar. 28, 1851	
NE. ¼ NE. ¼	8	11	2		Jan. 21, 1851	
SW. ¼ NE. ¼	8	11	2		do	
NW. ¼ NW. ¼	9	11	2		Dec. 13, 1851	
NW. ¼ NW. ¼	11	11	2			Do.
SW. ¼ NW. ¼	11	11	2			Do.
NW. ¼ SW. ¼	11	11	2		Nov. 1, 1854	
SE. ¼ NW. ¼	15	11	2		Feb. 3, 1852	
NW. ¼ NW. ¼	15	11	2		Nov. 9, 1854	
SW. ¼ NW. ¼	15	11	2		do	
NW. ¼ SW. ¼	15	11	2		Nov. 29, 1851	
NE. ¼ NE. ¼	19	11	2		Feb. 1, 1852	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 4—Continued.		N.	W.			
SW. ¼ SW. ¼	22	11	2		Dec. 29, 1851	
NE. ¼ SE. ¼	23	11	2		Jan. 6, 1851	
SE. ¼ SE. ¼	23	11	2		do	
NW. ¼ SE. ¼	23	11	2		Jan. 14, 1852	
NE. ¼ SW. ¼	24	11	2		Oct. 15, 1850	
NE. ¼ SW. ¼	26	11	2		Aug. 24, 1851	
SE. ¼ SW. ¼	26	11	2		do	
SW. ¼ SE. ¼	26	11	2		Jan. 6, 1851	
NE. ¼ NE. ¼	27	11	2		Jan. 14, 1852	
NW. ¼ NW. ¼	27	11	2		Dec. 29, 1851	
NE. ¼ NE. ¼	28	11	2		do	
NE. ¼ NW. ¼	29	11	2		Aug. 3, 1856	
NW. ¼ NW. ¼	29	11	2		do	
SE. ¼ NW. ¼	29	11	2		do	
SW. ¼ NW. ¼	29	11	2		do	
S. ½ lot 2 NW. ¼	31	11	2		July 30, 1856	
N. ½ lot 2 SW. ¼	31	11	2		do	
SE. ¼ NE. ¼	35	11	2		Dec. 12, 1951	
NE. ¼ SE. ¼	35	11	2			Jan. 15, 1852
SE. ¼ NE. ¼	5	12	2		Oct. 18, 1851	
W. ½ lot 2 NE. ¼	6	12	2		May 14, 1851	
N. ½ lot 1 NW. ¼	6	12	2		May 17, 1851	
NW. ¼ SW. ¼	8	12	2		Nov. 11, 1850	
Lot 2 SW. ¼	19	12	2			Jan. 2, 1852
S. ½ lot 3 SW. ¼	19	12	2			Do.
SW. ¼ NE. ¼	23	12	2		Apr. 9, 1855	
SE. ¼ NW. ¼	23	12	2		do	
NE. ¼ SW. ¼	23	12	2		do	
NW. ¼ SE. ¼	23	12	2		do	
SE. ¼ NW. ¼	25	12	2		Nov. 11, 1850	
SW. ¼ SE. ¼	27	12	2		Apr. 3, 1851	
SE. ¼ NE. ¼	27	22	2		do	
NW. ¼ NW. ¼	29	12	2			June 28, 1852
SW. ¼ NW. ¼	29	12	2			Do.
N. ½ lot 2 NW. ¼	30	12	2			Dec. 29, 1851
NE. ¼ SW. ¼	32	12	2		Oct. 30, 1850	
SE. ¼ SW. ¼	33	12	2		Oct. 9, 1851	
SE. ¼ NW. ¼	34	12	2		Dec. 9, 1851	
SW. ¼ NW. ¼	34	12	2		do	
NW. ¼ SW. ¼	34	12	2		Aug. 11, 1851	
NW. ¼ SE. ¼	34	12	2		Aug. 15, 1851	
NW. ¼ SE. ¼	35	11	2		Apr. 21, 1855	
SW. ¼ SE. ¼	35	11	2		do	
		N.	E.			
S. ½ NE. ¼	27	14	3			Dec. 13, 1852
SE. ¼ NW. ¼	18	14	3		Feb. 17, 1857	
E. ½ SW. ¼	32	14	4			June 7, 1853
		N.	W.			
SW. ¼ SW. ¼	36	8	2		Sept. 28, 1850	
		N.	E.			
NW. ¼ NW. ¼	36	13	3		May 1, 1851	
NW. ¼ SE. ¼	20	15	3		Mar. 3, 1851	
SW. ¼ SE. ¼	20	15	3			Jan. 30, 1852
NE. ¼ NE. ¼	20	20	3		Feb. 4, 1852	
NW. ¼ SE. ¼	20	20	3		Nov. 10, 1856	
SW. ¼ NW. ¼	20	12	4		Dec. 22, 1851	
		N.	E.			
S. ½ NE. ¼	21	12	4		Dec. 22, 1851	
W. ½ SE. ¼	22	12	4		Oct. 6, 1856	
NE. ¼ NW. ¼	22	12	4		Dec. 27, 1851	
NW. ¼ NW. ¼	22	12	4			Jan. 8, 1852
W. ½ SE. ¼	32	14	4			June 7, 1853
E. ½ SW. ¼	32	14	4			Do.
E. ½ SE. ¼	28	15	4			Feb. 28, 1852
NE. ¼ NE. ¼	7	16	4			Jan. 13, 1852
NW. ¼ NE. ¼	7	16	4			Jan. 10, 1852
W. ½ NW. ¼	4	16	5		Dec. 26, 1853	
SW. ¼ NE. ¼	29	18	6		Mar. 30, 1852	
		N.	W.			
SE. ¼ NW. ¼	14	5	1		Nov. 29, 1851	
SE. ¼ NW. ¼	27	12	1		Dec. 23, 1851	
NW. ¼ NE. ¼	25	13	1			Dec. 8, 1851
NW. ¼ SW. ¼	10	16	1			Aug. 1, 1851
S. ½ SW. ¼	18	16	1	44.04	Feb. 2, 1852	
NE. ¼ NW. ¼	9	17	1		May 8, 1851	
NW. ¼ NW. ¼	35	17	1		Nov. 18, 1851	
S. ½ NW. ¼	35	17	1		Nov. 8, 1854	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 4—Continued.		N.	W.			
NE. ¼ NW. ¼	35	17	1		Nov. 8, 1854	
Lots 7 and 10	6	4	2			Nov. 28, 1850
NE. ¼ NW. ¼	8	7	2		Oct. 8, 1850	
NW. ¼ SE. ¼	14	7	2		Sept. 22, 1851	
Lot 4 NW. ¼	6	4	2		Aug. 22, 1851	
NW. ¼ SE. ¼	31	9	2		Feb. 12, 1851	
N. ½ lot 2 NW. ¼	30	12	2			Dec. 29, 1851
		N.	E.			
SW. ¼	6	2	1			Jan. 2, 1857
*Volume 5.**		N.	W.			
NE. ¼ SE. ¼	7	13	2		Feb. 21, 1852	
SE. ¼ SE. ¼	7	13	2		June 1, 1852	
NE. ¼ SW. ¼	9	13	2			Aug. 11, 1852
NE. ¼ NE. ¼	9	13	2		Feb. 14, 1851	
NW. ¼ NW. ¼	11	13	2			July 14, 1851
SW. ¼ NW. ¼	11	13	2			Do.
NW. ¼ SW. ¼	11	13	2			Do.
NW. ¼ SW. ¼	15	13	2			July 22, 1852
SW. ¼ SW. ¼	15	13	2			Do.
NE. ¼ NW. ¼	17	13	2			April 2, 1852
NE. ¼ NW ¼	19	13	2		Dec. 15, 1851	Do.
NW. ¼ SW. ¼	19	13	2			Oct. 3, 1850
SW. ¼ SW. ¼	19	13	2			Do.
NW. ¼ NW. ¼	22	13	2			July 22, 1852
SW. ¼ NW. ¼	22	13	2			Do.
NW. ¼ NW. ¼	24	13	2			July 24, 1851
SW. ¼ NW. ¼	24	13	2			Do.
NW. ¼ SW. ¼	24	13	2			Do.
SW. ¼ SW. ¼	24	13	2			Do.
SE. ¼ SW. ¼	26	13	2			Nov. 1, 1851
NW. ¼ NW. ¼	27	13	2		Oct. 26, 1851	
SW. ¼ SW. ¼	29	13	2		Feb. 2, 1852	
NE. ¼ NE. ¼	31	13	2		do	
SW. ¼ SW. ¼	32	13	2		June 23, 1851	
NW. ¼ NE. ¼	33	13	2			Nov. 25, 1851
SE. ¼ NW. ¼	34	13	2			July 22, 1852
NE. ¼ NW. ¼	35	13	2			Nov. 1, 1851
NW. ¼ NW. ¼	35	13	2			Do.
SW. ¼ SW. ¼	35	13	2			June 14, 1851
NW. ¼ SE. ¼	34	13	2		Jan. 24, 1852	
SW. ¼ SE. ¼	34	13	2		Oct. 15, 1851	
SE. ¼ SE. ¼	34	13	2			June 14, 1851
NE. ¼ NW. ¼	1	14	2		May 29, 1851	
NW. ¼ NW. ¼	1	14	2		do	
NW. ¼ SE. ¼	15	14	2			July 30, 1851
NE. ¼ NW. ¼	15	14	2		July 24, 1852	
SE. ¼ NW. ¼	15	14	2		do	
NE. ¼ SW. ¼	15	14	2			Feb. 20, 1852
NW. ¼ SW. ¼	15	14	2			Do.
NW. ¼ NE. ¼	28	14	2		Oct. 3, 1850	
SW. ¼ NE. ¼	29	14	2		Jan. 5, 1852	
SE. ¼ NW. ¼	29	14	2		Jan. 26, 1852	
SW. ¼ NW. ¼	29	14	2		do	
NW. ¼ NE. ¼	13	15	2		Aug. 8, 1851	
SE. ¼ NE. ¼	13	15	2		Oct. 4, 1851	
SW. ¼ NW. ¼	13	15	2			Feb. 2, 1852
Lot 6	19	15	2		Feb. 8, 1852	
Lot 10	19	15	2		do	
NE. ¼ SE. ¼	35	15	2			May 26, 1852
SE. ¼ NE. ¼	36	15	2		Feb. 23, 1852	
SW. ¼ NE. ¼	36	15	2		do	
SW. ¼ NE ¼	21	16	2		Dec. 15, 1851	
SW. ¼ NW. ¼	26	16	2			Dec. 15, 1851
NE. ¼ SE. ¼	27	16	2		May 26, 1851	
SE. ¼ SE. ¼	27	16	2		do	
SE. ¼ NW. ¼	35	16	2		June 10, 1851	
SW. ¼ NW. ¼	35	16	2		do	
NE. ¼ SE. ¼	12	2	3			Mar. 7, 1853
NW. ¼ SE. ¼	12	2	3			Do.
NE. ¼ SW. ¼	12	2	3		Mar. 7, 1853	
NW. ¼ NE. ¼	10	4	3		May 4, 1852	
SW. ¼ NE. ¼	10	4	3		do	

* Subject to cash indemnity, 359 tracts, equal to 14,360 acres; subject to land indemnity, 277 tracts, equal to 11,080 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
NW. ¼ NW. ¼	15	4	3			Dec. 22, 1851
NW. ¼ SE. ¼	22	4	3			Apr. 27, 1852
SW. ¼ SE. ¼	22	4	3			Do.
SE. ¼ NW. ¼	25	4	3		Jan. 12, 1852	
SW. ¼ NW. ¼	25	4	3		do	
NE. ¼ NE. ¼	26	4	3			Nov. 28, 1850
SE. ¼ NW. ¼	11	5	3		May 30, 1851	
SW. ¼ NW. ¼	27	5	3		Aug. 21, 1851	
SW. ¼ NW. ¼	34	5	3			May 4, 1852
NW. ¼ SE. ¼	6	6	3			Feb. 3, 1852
NE. ¼ NE. ¼	12	6	3			Oct. 29, 1851
NW. ¼ NE. ¼	12	6	3			Do.
SE. ¼ NE. ¼	12	6	3			Do.
SW. ¼ NE. ¼	12	6	3			Do.
NE. ¼ SE. ¼	12	6	3			Nov. 22, 1854
NW. ¼ SE. ¼	12	6	3			Do.
SE. ¼ SE. ¼	12	6	3			Do.
SW. ¼ SE. ¼	12	6	3			Do.
NE. ¼ NW. ¼	13	6	3			Mar. 7, 1851
NW. ¼ NW. ¼	13	6	3			Do.
SE. ¼ NW. ¼	13	6	3			Do.
SW. ¼ NW. ¼	13	6	3			Do.
NE. ¼ SW. ¼	13	6	3			Do.
NE. ¼ SW. ¼	21	6	3		July 17, 1851	
NW. ¼ SW. ¼	21	6	3		do	
NE. ¼ NW. ¼	26	6	3			Oct. 4, 1850
SE. ¼ NW. ¼	26	6	3			Do.
NE. ¼ SW. ¼	26	6	3			Do.
SE. ¼ SW. ¼	26	6	3			Do.
NW. ¼ NE. ¼	26	6	3		Jan. 11, 1851	
SW. ¼ NE. ¼	35	6	3		Nov. 21, 1850	
NE. ¼ SW. ¼	1	7	3			Apr. 25, 1851
SE. ¼ SW. ¼	1	7	3			Do.
NW. ¼ SE. ¼	1	7	3			Do.
SW. ¼ SE. ¼	1	7	3			Do.
NW. ¼ SW. ¼	3	7	3		Mar. 27, 1851	
SW. ¼ SE. ¼	3	7	3		Jan. 26, 1855	
SE. ¼ SE. ¼	4	7	3		Mar. 27, 1851	
NW. ¼ NE. ¼	9	7	3		do	
SE. ¼ SE. ¼	9	7	3		May 21, 1851	
SW. ¼ SE. ¼	9	7	3		May 21, 1851	
SE. ¼ SW. ¼	9	7	3		Jan. 22, 1851	
SW. ¼ SW. ¼	9	7	3		Dec. 18, 1850	
NE. ¼ NE. ¼	10	7	3		Jan. 10, 1851	
SE. ¼ NE. ¼	10	7	3		do	
SW. ¼ NW. ¼	10	7	3		Mar. 7, 1851	
NE. ¼ SE. ¼	10	7	3		Jan. 22, 1851	
SW. ¼ SE. ¼	10	7	3			Oct. 19, 1850
SE. ¼ SW. ¼	10	7	3			Do.
SW. ¼ SW. ¼	10	7	3			Do.
NW. ¼ NW. ¼	11	7	3			Jan. 15, 1852
SW. ¼ NW. ¼	12	7	3		Feb. 25, 1851	
NE. ¼ NW. ¼	14	7	3			May 7, 1851
NW. ¼ NW. ¼	14	7	3			Do.
SE. ¼ NW. ¼	14	7	3		May 21, 1851	
SW. ¼ NW. ¼	14	7	3		do	
NE. ¼ SW. ¼	14	7	3			Dec. 11, 1851
SE. ¼ SW. ¼	14	7	3			Mar. 7, 1850
SW. ¼ SW. ¼	14	7	3			Do.
NW. ¼ NE. ¼	14	7	3			Mar. 27, 1851
SW. ¼ NE. ¼	14	7	3			Do.
NW. ¼ SE. ¼	14	7	3			Dec. 11, 1850
SW. ¼ SE. ¼	14	7	3			Do.
NE. ¼ NE. ¼	15	7	3			May 7, 1851
NW. ¼ NE. ¼	15	7	3			Do.
NW. ¼ NW. ¼	15	7	3			Oct. 19, 1850
SW. ¼ NW. ¼	17	7	3		May 2, 1851	
SW. ¼ NE. ¼	21	7	3		Jan. 10, 1851	
NE. ¼ NW. ¼	22	7	3			Oct. 16, 1850
NW. ¼ NW. ¼	22	7	3			Do.
SE. ¼ NW. ¼	22	7	3			Do.
SW. ¼ NW. ¼	22	7	3			Do.
SE. ¼ SW. ¼	22	7	3			June 9, 1852
SW. ¼ SW. ¼	22	7	3			Do.
NW. ¼ SW. ¼	22	7	3			Do.
NW. ¼ NE. ¼	23	7	3			Mar. 7, 1851
NW. ¼ SE. ¼	23	7	3			Jan. 15, 1852

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of section.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
SW. ¼ SE. ¼	23	7	3			Jan. 15, 1852
SW. ¼ NE. ¼	26	7	3			Mar. 25, 1851
NE. ¼ NW. ¼	26	7	3			Do.
SE. ¼ NW. ¼	26	7	3			Do.
NW. ¼ NW. ¼	26	7	3		Jan. 13, 1851	
NW. ¼ SE. ¼	26	7	3			Do.
SW. ¼ NE. ¼	27	7	3		Nov. 11, 1850	
NE. ¼ SE. ¼	27	7	3		do	
NW. ¼ SE. ¼	27	7	3		do	
NW. ¼ NW. ¼	27	7	3			Feb. 7, 1852
SW. ¼ NW. ¼	27	7	3			Do.
SE. ¼ SW. ¼	28	7	3		Nov. 1, 1856	
SW. ¼ SW. ¼	28	7	3		do	
SE. ¼ SE. ¼	28	7	3		do	
SW. ¼ SE. ¼	28	7	3		do	
SE. ¼ SE. ¼	29	7	3		do	
SW. ¼ SE. ¼	29	7	3		do	
NE. ¼ NW. ¼	2	8	3			Sept. 3, 1851
NW. ¼ NW. ¼	2	8	3			Do.
SE. ¼ NW. ¼	2	8	3			Do.
SW. ¼ NW. ¼	2	8	3			Do.
NW. ¼ NE. ¼	10	8	3			Mar. 25, 1851
NE. ¼ SE. ¼	12	8	3		Feb. 9, 1852	
NW. ¼ SE. ¼	12	8	3		do	
SE. ¼ SE. ¼	12	8	3		Feb. 22, 1851	
NW. ¼ SE. ¼	23	8	3		Dec. 27, 1850	
SW. ¼ SE. ¼	23	8	3		do	
NE. ¼ SE. ¼	23	8	3		Oct. 15, 1850	
NW. ¼ NE. ¼	24	8	3		Dec. 18, 1850	
SW. ¼ NE. ¼	24	8	3		do	
NW. ¼ NW. ¼	24	8	3		Oct. 3, 1850	
NW. ¼ SE. ¼	24	8	3		Dec. 18, 1850	
NW. ¼ SW. ¼	24	8	3		Oct. 3, 1850	
NE. ¼ NW. ¼	25	8	3			Dec. 18, 1850
NW. ¼ NW. ¼	25	8	3			Do.
SE. ¼ NW. ¼	25	8	3			Do.
SW. ¼ NW. ¼	25	8	3			Do.
NE. ¼ SE. ¼	25	8	3			Feb. 7, 1851
NW. ¼ SE. ¼	25	8	3			Do.
NE. ¼ NE. ¼	25	8	3			Do.
SE. ¼ NE. ¼	25	8	3			Do.
SE. ¼ SW. ¼	25	8	3		Apr. 2, 1855	
NE. ¼ SE. ¼	26	8	3		Jan. 25, 1855	
NW. ¼ SE. ¼	26	8	3		do	
SE. ¼ SE. ¼	26	8	3		do	
SW. ¼ SE. ¼	26	8	3		do	
NW. ¼ SW. ¼	26	8	3		Jan. 1, 1851	
NE. ¼ SW. ¼	26	8	3		do	
SW. ¼ SW. ¼	26	8	3			Dec. 6, 1851
NW. ¼ NE. ¼	33	8	3		Mar. 27, 1851	
SW. ¼ NE. ¼	33	8	3		do	
NW. ¼ SE. ¼	33	8	3		Jan. 14, 1852	
SW. ¼ SE. ¼	33	8	3		do	
NE. ¼ SW. ¼	34	8	3		Oct. 9, 1850	
SE. ¼ SW. ¼	34	3	3		do	
SW. ¼ SW. ¼	34	8	3		Nov. 3, 1851	
SW. ¼ SE. ¼	34	8	3		Jan. 14, 1852	
SW. ¼ SW. ¼	36	8	3		Apr. 4, 1851	
NE. ¼ NW. ¼	36	8	3		Apr. 2, 1855	
SE. ¼ NW. ¼	36	8	3		do	
NW. ¼ SE. ¼	1	9	3		Jan. 16, 1851	
NE. ¼ SE. ¼	1	9	3		Dec. 24, 1850	
Frl.	8	9	3	20.93	Dec. 17, 1851	
NE. ¼ SE. ¼	10	9	3		Feb. 14, 1851	
NW. ¼ SE. ¼	10	9	3		do	
SE. ¼ SE ¼	10	9	3		do	
SW. ¼ SE. ¼	10	9	3		do	
NE. ¼ SW. ¼	10	9	3		do	
NW. ¼ SW. ¼	10	9	3		do	
SE. ¼ SW. ¼	10	9	3		do	
SW. ¼ SW. ¼	10	9	3		do	
NW. ¼ NE. ¼	13	9	3		Mar. 3, 1852	
SW. ¼ NE. ¼	22	9	3		Nov. 21, 1851	
NW. ¼ SE. ¼	22	9	3		do	
SW. ¼ SE. ¼	22	9	3		do	
NE. ¼ NW. ¼	25	9	3		Feb. 7, 1852	
SW. ¼ NW. ¼	25	9	3		Oct. 17, 1850	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—sale of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
SE. ¼ SE. ¼	26	9	3		Mar. 19, 1851	
SW. ¼ NW. ¼	26	9	3		Sept. 22, 1851	
NE. ¼ NW. ¼	26	9	3		Dec. 5, 1851	
NW. ¼ NE. ¼	28	9	3		Feb. 12, 1852	
SW. ¼ SW. ¼	29	9	3		Feb. 13, 1851	
SE. ¼ SE. ¼	30	9	3		do	
NE. ¼ NW. ¼	32	9	3		Nov. 20, 1854	
NW. ¼ NW. ¼	32	9	3		do	
SW. ¼ NW. ¼	32	9	3		do	
NW. ¼ SW. ¼	32	9	3		June 4, 1855	
NE. ¼ SE. ¼	34	9	3		Oct. 17, 1850	
NE. ¼ NE. ¼	35	9	3		Oct. 4, 1850	
NW. ¼ NE. ¼	35	9	3		do	
SE. ¼ NW. ¼	35	9	3		Feb. 19, 1852	
SW. ¼ NW. ¼	35	9	3		do	
NE. ¼ NW. ¼	35	9	3		Jan. 9, 1851	
SW. ¼ SW. ¼	35	9	3		Mar. 9, 1852	
NE. ¼ SW. ¼	36	9	3		Oct. 24, 1850	
NE. ¼ SE. ¼	6	10	3		Aug. 21, 1851	
SE. ¼ NE. ¼	7	10	3			Apr. 13, 1852
SE. ¼ NW. ¼	7	10	3		Jan. 17, 1852	
SW. ¼ NW. ¼	7	10	3		do	
SE. ¼ NE. ¼	12	10	3		Jan. 20, 1851	
NE. ¼ SE. ¼	1	11	3		Mar. 28, 1851	
NW. ¼ SE. ¼	1	11	3		do	
SW. ¼ NE. ¼	1	11	3		Oct. 30, 1850	
SE. ¼ NE. ¼	3	11	3		Nov. 21, 1850	
NE. ¼ SW. ¼	4	11	3			Jan. 7, 1852
NW. ¼ SW. ¼	4	11	3			Do.
SE. ¼ SW. ¼	4	11	3			Do.
SW. ¼ SW. ¼	4	11	3			Do.
NE. ¼ SE. ¼	5	11	3			Jan. 10, 1852
NW. ¼ SE. ¼	5	11	3			Do.
SE. ¼ SE. ¼	5	11	3			Do.
SW. ¼ SE. ¼	5	11	3			Do.
SE. ¼ NW. ¼	17	11	3			Apr. 21, 1852
SW. ¼ NW. ¼	20	11	3			Mar. 14, 1851
SE. ¼ SE. ¼	23	11	3		June 26, 1851	
NE. ¼ NW. ¼	25	11	3		June 7, 1852	
NW. ¼ NW. ¼	25	11	3		do	
NW. ¼ SW. ¼	25	11	3		Feb. 6, 1851	
NW. ¼ NE. ¼	26	11	3		July 23, 1851	
SW. ¼ NE. ¼	26	11	3		do	
SE. ¼ NW. ¼	1	12	3			Jan. 15, 1852
SW. ¼ NW. ¼	1	12	3			Do.
SW. ¼ SE. ¼	1	12	3			May 28, 1851
W. ½ lot 1, NW. ¼	3	12	3		Jan. 7, 1852	
NE. ¼ SE. ¼	3	12	3		Feb. 7, 1851	
SE. ¼ SE. ¼	3	12	3		do	
SE. ¼ SW. ¼	3	12	3		Aug. 19, 1851	
NE. ¼ NE. ¼	11	12	3		Feb. 7, 1851	
NW. ¼ NE. ¼	11	12	3		do	
SE. ¼ NE. ¼	11	12	3		do	
SW. ¼ NE. ¼	11	12	3		do	
NE. ¼ SE. ¼	11	12	3		Dec. 29, 1851	
SE. ¼ SE. ¼	12	12	3		Nov. 14, 1851	
SW. ¼ SW. ¼	13	12	3		Mar. 1, 1851	
NW. ¼ SW. ¼	13	12	3		Mar. 14, 1851	
NW. ¼ SE. ¼	13	12	3		Jan. 7, 1852	
NE. ¼ SE. ¼	14	12	3		Dec. 29, 1851	
NW. ¼ SE. ¼	14	12	3		do	
SE. ¼ SE. ¼	14	12	3		Mar. 14, 1851	
NE. ¼ NE. ¼	14	12	3		Nov. 20, 1850	
SE. ¼ NE. ¼	14	12	3		do	
NW. ¼ NW. ¼	21	12	3		Mar. 13, 1852	
SW. ¼ NW. ¼	21	12	3		do	
NW. ¼ NE. ¼	23	12	3		Jan. 15, 1851	
SW. ¼ NE. ¼	23	12	3		do	
NW. ¼ SE. ¼	23	12	3		Dec. 16, 1850	
SW. ¼ SE. ¼	23	12	3		do	
NE. ¼ NW. ¼	24	12	3			Jan. 2, 1852
NE. ¼ NW. ¼	25	12	3			Nov. 11, 1850
NW. ¼ NW. ¼	25	12	3			Do.
SW. ¼ NW. ¼	25	12	3			Do.
NW. ¼ SW. ¼	25	12	3			Do.
SE. ¼ NW. ¼	27	12	3		Oct. 30, 1850	
NE. ¼ NE. ¼	28	12	3		Mar. 25, 1851	
NE. frl. ¼	32	12	3	17.70	June 18, 1851	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
SW. ¼ SW. ¼	15	13	3			Mar. 14, 1851
NE. ¼ SE. ¼	22	13	3			Do.
SE. ¼ NW. ¼	22	13	3			Do.
NE. ¼ NE. ¼	27	13	3		Jan. 3, 1852	
NW. ¼ NW. ¼	27	13	3		Dec. 12, 1851	
SE. ¼ NW. ¼	27	13	3		do	
SW. ¼ NW. ¼	27	13	3		do	
NE. ¼ SW. ¼	27	13	3			Aug. 26, 1851
NW. ¼ SW. ¼	27	13	3			Do.
SE. ¼ SW. ¼	27	13	3			Do.
SW. ¼ SW. ¼	27	13	3			Do.
SE. ¼ NW. ¼	33	13	3			June 15, 1852
NE. ¼ NE. ¼	33	13	3			Do.
NW. ¼ NE. ¼	33	13	3			Do.
SE. ¼ NE. ¼	33	13	3			Do.
SW. ¼ NE. ¼	33	13	3			Do.
NE. ¼ SW. ¼	33	13	3		Dec. 16, 1851	
SE. ¼ NE. ¼	34	13	3		Dec. 17, 1851	
SW. ¼ NW. ¼	34	13	3		Mar. 2, 1852	
NE. ¼ NW. ¼	2	14	3		Nov. 4, 1856	
NW. ¼ NW. ¼	2	14	3		do	
SE. ¼ SE. ¼	12	14	3			Apr. 3, 1852
SW. ¼ SE. ¼	12	14	3			Do.
SE. ¼ NE. ¼	19	14	3			Oct. 23, 1852
SW. ¼ NE. ¼	19	14	3			Do.
SW. ¼ NW. ¼	28	14	3		June 17, 1854	
NE. ¼ NW. ¼	1	15	3		Nov. 4, 1854	
NW. ¼ NW. ¼	1	15	3		do	
SE. ¼ NW. ¼	1	15	3		do	
SW. ¼ NW. ¼	1	15	3		do	
NW. ¼ SE. ¼	22	15	3			Sept. 7, 1854
SW. ¼ SE. ¼	22	15	3			Do.
NE. ¼ SW. ¼	6	1	4			Sept. 1, 1851
NW. ¼ SW. ¼	6	1	4			Do.
SE. ¼ SW. ¼	6	1	4			Do.
SW. ¼ SW. ¼	6	1	4			Do.
NE. ¼ NW. ¼	9	1	4		Mar. 17, 1851	
NW. ¼ NW. ¼	9	1	4		do	
NW. ¼ NW. ¼	1	2	4		Apr. 12, 1852	
NE. ¼ SW. ¼	2	2	4			Dec. 29, 1851
NW. ¼ SW. ¼	2	2	4			Do.
SE. ¼ NE. ¼	2	2	4			April 12, 1852
SW. ¼ NE. ¼	2	2	4			Do.
NE. ¼ SW. ¼	7	2	4		Sept. 2, 1851	
NW. ¼ SW. ¼	7	2	4		do	
NW. ¼ NW. ¼	7	2	4		do	
SW. ¼ NW. ¼	7	2	4		do	
SE. ¼ NE. ¼	7	2	4		Aug. 29, 1851	
NE. ¼ SE. ¼	8	2	4		Dec. 1, 1851	
NW. ¼ SE¼	8	2	4		do	
SE. ¼ SE. ¼	8	2	4		do	
SW. ¼ SE. ¼	8	2	4		do	
NE. ¼ SW. ¼	17	2	4		Mar. 27, 1851	
NW. ¼ SW. ¼	17	2	4		do	
SE. ¼ SW. ¼	17	2	4		do	
SW. ¼ SW. ¼	17	2	4		do	
NW. ¼ SE. ¼	19	2	4		Sept. 2, 1851	
SW. ¼ SE. ¼	19	2	4		do	
NE. ¼ SW. ¼	19	2	4		do	
SE. ¼ SW. ¼	19	2	4		do	
NW. ¼ NW. ¼	19	2	4		do	
SW. ¼ NW. ¼	19	2	4		do	
NW. ¼ NE. ¼	20	2	4			Dec. 1, 1851
SW. ¼ SW. ¼	30	2	4		Sept. 2, 1851	
NW. ¼ NW. ¼	31	2	4		do	
SW. ¼ NW. ¼	31	2	4		do	
NW. ¼ SW. ¼	31	2	4		do	
SW. ¼ SW. ¼	31	2	4		do	
SE. ¼ SW. ¼	35	2	4		May 26, 1853	
NE. ¼ NW. ¼	1	3	4		Dec. 13, 1850	
NW. ¼ NW. ¼	1	3	4		do	
NE. ¼ NE. ¼	7	3	4		Dec. 28, 1850	
NW. ¼ NW. ¼	14	3	4		Dec. 24, 1850	
NE. ¼ SE. ¼	23	3	4		Jan. 18, 1851	
NW. ¼ SE. ¼	23	3	4		do	
SE. ¼ SE. ¼	23	3	4		do	
SW. ¼ SE. ¼	23	3	4		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
Lot 2 NW. ¼	4	4	4			Dec. 22, 1851
NW. ¼ SE. ¼	5	4	4			Jan. 3, 1852
SW. ¼ SE. ¼	6	4	4		Feb. 1, 1851	
SW. ¼ SW. ¼	10	4	4			July 14, 1852
SE. ¼ SE. ¼	33	4	4		July 18, 1854	
NE. ¼ SE. ¼	33	4	4		do	
NW. ¼ SE. ¼	33	4	4		do	
SW. ¼ SW. ¼	33	5	4			Dec. 22, 1851
W. ½ SE. ¼	17	5	4	74.11	Dec. 4, 1851	
NE. ¼ SE. ¼	25	7	4		Nov. 13, 1850	
NE. ¼ NE. ¼	13	8	4		Dec. 18, 1850	
SE. ¼ SW. ¼	36	8	4		Mar. 28, 1851	
NW. ¼ SE. ¼	1	10	4			May 21, 1852
SW. ¼ SE. ¼	1	10	4			Do.
SE. ¼ SE. ¼	1	10	4			Do.
NE. ¼ SW. ¼	1	10	4			Do.
SE. ¼ SW. ¼	1	10	4			Do.
NE. ¼ NW. ¼	12	10	4			Do.
SE. ¼ NW. ¼	12	10	4			Do.
NE. ¼ NE. ¼	13	10	4		July 14, 1851	
NW. ¼ NE. ¼	13	10	4		do	
SE. ¼ NE. ¼	13	10	4		do	
SW. ¼ NE. ¼	13	10	4		do	
SE. ¼ NW. ¼	14	10	4		May 8, 1855	
SW. ¼ NE. ¼	14	10	4		do	
NW. ¼ SE. ¼	14	10	4		do	
SW. ¼ SE. ¼	14	10	4		do	
NE. ¼ NW. ¼	27	10	4			June 7, 1852
NW. ¼ NW. ¼	27	10	4			Do.
SE. ¼ NW. ¼	27	10	4			Do.
SW. ¼ NW. ¼	27	10	4			Do.
SE. ¼ NE. ¼	28	10	4		July 15, 1852	
SW. ¼ NE. ¼	29	10	4			July 8, 1852
NW. ¼ SE. ¼	29	10	4			Do.
SE. ¼ SE. ¼	29	10	4			Do.
SW. ¼ SE. ¼	29	10	4			Do.
NE. ¼ SW. ¼	29	10	4		Nov. 25, 1854	
SE. ¼ SW. ¼	29	10	4		do	
SW. ¼ SW. ¼	29	10	4		do	
NE. ¼ NW. ¼	32	10	4		June 7, 1852	
NW. ¼ NW. ¼	32	10	4		do	
SE. ¼ NW. ¼	32	10	4		do	
SW. ¼ NW. ¼	32	10	4		do	
NW. ¼ SE. ¼	12	12	4			Jan. 3, 1852
SW. ¼ SE. ¼	12	12	4			Do.
NE. ¼ SW. ¼	12	12	4			Do.
SE. ¼ SW. ¼	12	12	4			Do.
SE. ¼ SW. ¼	14	12	4			May 16, 1851
SW. ¼ SW. ¼	14	12	4			Do.
SE. ¼ NE. ¼	22	12	4		Oct. 24, 1851	
NE. ¼ NW. ¼	23	12	4		Feb. 12, 1852	
NE. ¼ SW. ¼	26	12	4			June 14, 1852
NW. ¼ SW. ¼	26	12	4			Do.
SE. ¼ SW. ¼	26	12	4			Do.
SW. ¼ SW. ¼	26	12	4			Do.
NW. ¼ NW. ¼	26	12	4			May 27, 1852
SW. ¼ NW. ¼	26	12	4			Do.
NE. ¼ SE. ¼	27	12	4		July 4, 1851	
NW. ¼ SE. ¼	27	12	4		do	
SE. ¼ SE. ¼	27	12	4		do	
SW. ¼ SE. ¼	27	12	4		July 4, 1851	
NE. ¼ SW. ¼	28	12	4		Feb. 14, 1851	
NW. ¼ SW. ¼	28	12	4		do	
SE. ¼ SW. ¼	28	12	4		do	
SW. ¼ SW. ¼	28	12	4		do	
Frl	29	12	4		July 14, 1851	
NE. ¼ NE. ¼	33	12	4		do	
NW. ¼ NE. ¼	33	12	4		do	
SE. ¼ NE. ¼	33	12	4		do	
SW. ¼ NE. ¼	33	12	4		do	
NE. ¼ NW. ¼	34	12	4		June 16, 1852	
NW. ¼ NW. ¼	34	12	4		do	
NW. ¼ NE. ¼	34	12	4		do	
SW. ¼ NW. ¼	34	12	4		do	
NE. ¼ NE. ¼	1	1	5			Sept. 1, 1851
NW. ¼ NE. ¼	1	1	5			Do.
SE. ¼ NE. ¼	1	1	5			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
SW. ¼ NE. ¼	1	1	5			Sept. 1, 1851
NE. ¼ NE. ¼	1	2	5		Mar. 5, 1855	
NW. ¼ NE. ¼	1	2	5		do	
SE. ¼ NE. ¼	1	2	5		do	
SW. ¼ NE. ¼	1	2	5		do	
NE. ¼ NE. ¼	4	2	5		Apr. 16, 1855	
NW. ¼ NE. ¼	4	2	5		do	
SE. ¼ NE. ¼	4	2	5		do	
SW. ¼ NE. ¼	4	2	5		do	
SW. ¼ NE. ¼	9	2	5		do	
SE. ¼ NW. ¼	9	2	5		do	
NE. ¼ SW. ¼	9	2	5		do	
NW. ¼ SE. ¼	9	2	5		do	
NE. ¼ NE. ¼	36	2	5			May 9, 1851
NW. ¼ NE. ¼	36	2	5			Do.
SE. ¼ NE. ¼	36	2	5			Do.
SW. ¼ NE. ¼	36	2	5			Do.
NE. ¼ SE. ¼	36	2	5			Sept. 1, 1851
NW. ¼ SE. ¼	36	2	5			Do.
SE. ¼ SE. ¼	36	2	5			Do.
SW. ¼ SE. ¼	36	2	5			Do.
SE. ¼ NE. ¼	1	3	5			Feb. 18, 1851
NE. ¼ SW. ¼	4	3	5		July 3, 1851	
NW. ¼ SW. ¼	4	3	5			Dec. 6, 1851
SW. ¼ SW. ¼	4	3	5			Do.
NW. ¼ NW. ¼	4	3	5			July 5, 1851
SW. ¼ SW. ¼	4	3	5			Do.
NE. ¼ NE. ¼	5	3	5			Do.
SE. ¼ NE. ¼	5	3	5			Do.
NE. ¼ SE. ¼	5	3	5			July 3, 1851
NE. ¼ NE. ¼	7	3	5			Mar. 3, 1852
NW. ¼ NE. ¼	7	3	5			Do.
SE. ¼ NE. ¼	7	3	5			Do.
SW. ¼ NE. ¼	7	3	5			Do.
NE. ¼ SE. ¼	7	3	5			July 20, 1852
NW. ¼ SE. ¼	7	3	5			Do.
Lot 1 SW. ¼	7	3	5			Do.
Lot 2 SW. ¼	7	3	5			Do.
NE. ¼ SE. ¼	8	3	5			Jan. 7, 1853
SE. ¼ SE. ¼	8	3	5			Do.
SW. ¼ SW. ¼	9	3	5			Aug. 27, 1852
NW. ¼ SW. ¼	11	3	5			July 16, 1852
SE. ¼ NW. ¼	11	3	5			Do.
SW. ¼ NW. ¼	11	3	5			Do.
SE. ¼ NE. ¼	11	3	5			Do.
SW. ¼ NE. ¼	11	3	5			Do.
SE. ¼ SE. ¼	24	3	5		Apr. 25, 1851	
NE. ¼ SE. ¼	24	3	5		do	
SE. ¼ SE. ¼	32	3	5			May 9, 1851
SW. ¼ SE. ¼	32	3	5			Do.
NE. ¼ NE. ¼	33	3	5			May 30, 1851
SE. ¼ NE. ¼	33	3	5			Do.
NE. ¼ SE. ¼	33	3	5			Do.
SE. ¼ SE. ¼	33	3	5			Do.
NE. ¼ NE. ¼	3	4	5		Dec. 23, 1850	
NW. ¼ NE. ¼	3	4	5		do	
NE. ¼ SE. ¼	4	4	5			July 16, 1852
NW. ¼ SE. ¼	4	4	5			Do.
SE. ¼ SE. ¼	4	4	5			Do.
SW. ¼ SE. ¼	4	4	5			Do.
NE. ¼ SW. ¼	4	4	5			Jan. 18, 1852
NW. ¼ SW. ¼	4	4	5			Do.
SE. ¼ SW. ¼	4	4	5			Do.
NE. ¼ SW. ¼	24	4	5			Dec. 10, 1856
SE. ¼ SW. ¼	24	4	5		Jan. 3, 1852	
SW. ¼ SW. ¼	24	4	5		do	
NW. ¼ NW. ¼	25	4	5		Oct. 5, 1851	
SE. ¼ SW. ¼	27	4	5			Aug. 11, 1851
SW. ¼ SW. ¼	27	4	5			Do.
NE. ¼ NW. ¼	34	4	5			Do.
NW. ¼ NW. ¼	35	4	5			Jan. 7, 1853
SE. ¼ SE. ¼	36	4	5			Mar. 17, 1853
SW. ¼ SE. ¼	36	4	5			Do.
NE. ¼ SE. ¼	36	4	5		Feb. 3, 1851	
NW. ¼ SE. ¼	36	4	5		do	
SW. ¼ NW. ¼	36	4	5			May 9, 1853
NW. ¼ NW. ¼	24	5	5			July 14, 1852

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
NE. ¼ SE. ¼	25	5	5			Aug. 25, 1851
NW. ¼ SE. ¼	25	5	5			Do.
SE. ¼ SE. ¼	25	5	5			Do.
NE. ¼ SW. ¼	25	5	5			Do.
NW. ¼ SW. ¼	25	5	5			Do.
SW. ¼ SW. ¼	25	5	5			Do.
NW. ¼ SE. ¼	34	5	5		Jan. 13, 1851	
NW. ¼ NW. ¼	36	5	5			July 12, 1851
SW. ¼ NW. ¼	36	5	5			Do.
NW. ¼ NW. ¼	5	6	5		May 3, 1851	
NW. ¼ SW. ¼	7	6	5			Oct. 29, 1850
NE. ¼ SW. ¼	7	6	5			Do.
SE. ¼ SW. ¼	7	6	5			Do.
NE. ¼ NW. ¼	18	6	5			Do.
NW. ¼ NW. ¼	18	6	5			Do.
SE. ¼ NW. ¼	18	6	5			Do.
SW. ¼ NW. ¼	18	6	5			Do.
NW. ¼ NW. ¼	33	8	5		June 29, 1852	
NE. ¼ NW. ¼	13	11	5			June 1, 1852
NW. ¼ NW. ¼	13	11	5			Do.
SE. ¼ SW. ¼	31	8	6		May 17, 1851	
SE. ¼ SE. ¼	33	8	6			Sept. 3, 1852
SW. ¼ SE. ¼	33	8	6			Do.
NW. ¼ SW. ¼	18	13	6		Dec. 3, 1850	
SW. ¼ SW. ¼	18	13	6		.....do	
SE. ¼ SW. ¼	23	13	6		June 10, 1851	
SW. ¼ SE. ¼	7	8	7			Mar. 27, 1852
NE. ¼ NW. ¼	18	8	7			Do.
NW. ¼ NW. ¼	18	8	7			Do.
NE. ¼ NW. ¼	11	8	8		Mar. 13, 1852	
SE. ¼ SE. ¼	34	8	8			Mar. 8, 1852
SE. ¼ SE. ¼	18	10	9		Dec. 13, 1854	
NE. ¼ NE. ¼	6	10	10			Dec. 27, 1851
NW. ¼ NE. ¼	6	10	10			Do.
SE. ¼ NE. ¼	6	10	10			Do.
SW. ¼ NE. ¼	6	10	10			Do.
NE. ¼ SE. ¼	21	11	12		Dec. 2, 1850	
NW. ¼ SE. ¼	21	11	12		.....do	
SE. ¼ SE. ¼	21	11	12		.....do	
SW. ¼ SE. ¼	21	11	12		.....do	
NE. ¼ SW. ¼	22	11	12		Oct. 30, 1850	
NW. ¼ SW. ¼	22	11	12		.....do	
SE. ¼ SW. ¼	22	11	12		.....do	
SW. ¼ SW. ¼	22	11	12		.....do	
SW. ¼ SW. ¼	20	12	12		Aug. 11, 1851	
NW. ¼ NW. ¼	29	12	12		Nov. 1, 1850	
SW. ¼ NW. ¼	29	12	12		.....do	
SE. ¼ NE. ¼	35	10	13			Nov. 10, 1852
SE. ¼ NE. ¼	19	11	13		Oct. 19, 1850	
NE. ¼ SE. ¼	10	13	13			Apr. 8, 1853
SE. ¼ SE. ¼	10	13	13			Do.
SW. ¼ SE. ¼	20	13	13		Apr. 11, 1853	
NE. ¼ NE. ¼	22	13	13		.....do	
NW. ¼ SW. ¼	4	10	15		Dec. 21, 1850	
SW. ¼ SE. ¼	33	11	15		June 1, 1851	
NE. ¼ NW. ¼	34	11	15		Apr. 2, 1851	
NE. ¼ SE. ¼	36	11	15			Feb. 2, 1852
NW. ¼ SE. ¼	36	11	15			Do.
SW. ¼ SE. ¼	26	11	15		Apr. 22, 1851	
SE. ¼ SE. ¼	27	11	15		June 3, 1851	
SE. ¼ NE. ¼	8	12	15		Feb. 6, 1852	
SE. ¼ NW. ¼	23	12	15		Feb. 17, 1852	
SW. ¼ NE. ¼	23	12	15		.....do	
SE. ¼ SE. ¼	25	12	15		Mar. 2, 1852	
NE. ¼ NE. ¼	36	12	15		.....do	
SW. ¼ SW. ¼	2	13	2			July 14, 1851
SE. ¼ NE. ¼	24	15	2		Sept. 9, 1851	
NW. ¼ NW. ¼	25	4	3			Nov. 28, 1850
SE. ¼ SE. ¼	2	12	3		May 1, 1851	
SW. ¼ SE. ¼	2	12	3		Nov. 29, 1851	
NE. ¼	33	4	4		July 1, 1854	
E. of R., SE. ¼	1	7	4		Dec. 10, 1850	
E. ½ NE. ¼	12	10	4		Jan. 6, 1852	
W. ½ NE. ¼	12	10	4			May 21, 1852
SE. ¼ NE. ¼	22	10	4		Sept. 1, 1854	
SE. ¼ NE. ¼	28	10	4		July 15, 1852	
W. ½ SE. ¼	6	10	10		Mar. 8, 1851	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 5—Continued.		N.	W.			
S. ½ SE. ¼	2	10	11		Apr. 19, 1851	
NW. ¼ NW. ¼	12	10	11		Feb. 18, 1853	
SE. ¼ SE. ¼	14	11	14		Apr. 19, 1851	
NE. ¼ NW. ¼	30	11	14			Apr. 20, 1852
NE. ¼ NW. ¼	13	11	3		Feb. 18, 1852	
S. ½ NE. ¼	18	8	7		Nov. 6, 1856	
SW. ¼ SE. ¼	30	10	7		Mar. 2, 1857	
W. ½ SW. ¼	28	10	4		May 8, 1855	
Lot 2	18	4	5			Mar. 5, 1853
N. ½ NE. ¼	14	11	5			June 1, 1852
NW. ¼ NW. ¼	12	8	8		Nov. 24, 1856	
W. ½ SE. ¼	6	10	10		Mar. 8, 1851	
S. ½ SE. ¼	2	10	11		Apr. 19, 1851	
*Volume 6.**		N.	W.			
NE. ¼ SE. ¼	8	2	6			Oct. 6, 1851
SW. ¼ NW. ¼	9	2	6			Do.
NE. ¼ SW. ¼	9	2	6			Sept. 20, 1851
NW. ¼ SW. ¼	9	2	6			Do.
SE. ¼ SW. ¼	9	2	6			Do.
SW. ¼ SW. ¼	9	2	6			Do.
NE. ¼ NE. ¼	15	2	6			Do.
SE. ¼ NE. ¼	15	2	6			Do.
SE. ¼ SE. ¼	2	3	6			Nov. 12, 1856
SW. ¼ SE. ¼	2	3	6			Do.
SE. ¼ SW. ¼	2	3	6		Nov. 12, 1856	
NW. ¼ SW. ¼	4	3	6			Nov. 15, 1852
SW. ¼ SW. ¼	4	3	6			Do,
NE. ¼ NW. ¼	8	3	6		May 21, 1853	
NW. ¼ NW. ¼	8	3	6		do	
SW. ¼ SE. ¼	8	3	6		Feb. 25, 1851	
SE. ¼ SW. ¼	8	3	6		do	
SE. ¼ SE. ¼	12	3	6			May 24, 1851
SW. ¼ SE. ¼	12	3	6			Do.
NE. ¼ NW. ¼	3	4	6			Nov. 9, 1852
NW. ¼ NW. ¼	3	4	6			Do.
NE. ¼ SE. ¼	6	4	6			Dec. 20, 1851
NW. ¼ SE. ¼	6	4	6		Dec. 23, 1856	
SE. ¼ SE. ¼	6	4	6			Do.
SW. ¼ SE. ¼	6	4	6			Dec. 16, 1851
Lots of SW. ¼	7	4	6			Jan. 16, 1852
NE. ¼ SE. ¼	11	4	6			Sept. 15, 1851
SE. ¼ SE. ¼	11	4	6			Do.
NE. ¼ NE. ¼	13	4	6			Jan. 3, 1851
NW. ¼ NW. ¼	28	4	6			Aug. 16, 1852
SE. ¼ NE. ¼	29	4	6			Dec. 22, 1851
SW. ¼ NE. ¼	29	4	6			Do.
SE. ¼ SE. ¼	30	4	6			May 24, 1851
NW. ¼ NW. ¼	34	4	6			Sept. 23, 1852
SW. ¼ NW. ¼	34	4	6			Sept. 23, 1852
NE. ¼ SW. ¼	34	4	6		Nov. 3, 1856	
NW. ¼ SW. ¼	34	4	6		do	
NE. ¼ SE. ¼	6	5	6			Mar. 29, 1852
NW. ¼ SE. ¼	6	5	6			Do.
SE. ¼ SE. ¼	6	5	6			Do.
SW. ¼ SE. ¼	6	5	6			Do.
NE. ¼ NE. ¼	7	5	6			Do.
SE. ¼ NE. ¼	7	5	6			Do.
NW. ¼ NW. ¼	8	5	6			Do.
SW. ¼ NW. ¼	8	5	6			Do.
SE. ¼ SE. ¼	31	5	6		Mar. 30, 1853	
SW. ¼ SE. ¼	31	5	6		do	
SE. ¼ SE. ¼	32	5	6			Oct. 31, 1851
SW. ¼ SE. ¼	32	5	6			Do.
NE. ¼ SW. ¼	32	5	6		Nov. 4, 1856	
NW. ¼ SW. ¼	32	5	6		do	
SE. ¼ SW. ¼	32	5	6		do	
SW. ¼ SW. ¼	32	5	6		do	
NW. ¼ SE. ¼	33	5	6			Apr. 29, 1852
SW. ¼ SE. ¼	33	5	6			Do.
NE. ¼ SW. ¼	33	5	6			Do.
SE. ¼ SW. ¼	33	5	6			Do.
SW. ¼ SW. ¼	33	5	6			Do.

* Subject to cash indemnity, 168 tracts equal to about 6,720 acres; subject to land indemnity, 301 tracts equal to about 12,040 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 6—Continued.		N.	W.			
NW. ¼ SW. ¼	34	5	6			June 7, 1852
SW. ¼ SW. ¼	34	5	6			Do.
NE. ¼ NE. ¼	1	6	6			Oct. 8, 1851
SE. ¼ NE. ¼	1	6	6			Do.
NE. ¼ NE. ¼	2	6	6			Oct. 17, 1852
NE. ¼ NE. ¼	12	6	6			Oct. 30, 1851
SE. ¼ NE. ¼	12	6	6			Do.
NE. ¼ SE. ¼	12	6	6			Do.
SE. ¼ SE. ¼	12	6	6			Do.
SE. ¼ SW. ¼	24	6	6			Feb. 14, 1852
SW. ¼ NE. ¼	25	6	6			Do.
NE. ¼ NW. ¼	25	6	6			Jan. 28, 1852
NW. ¼ NW. ¼	25	6	6			Do.
SE. ¼ NW. ¼	25	6	6			Do.
SW. ¼ NW. ¼	25	6	6			Do.
NW. ¼ NE. ¼	5	7	6			Aug. 7, 1852
SE. ¼ NE. ¼	5	7	6		June 14, 1851	
SW. ¼ NE. ¼	5	7	6		do	
NE. ¼ NW. ¼	5	7	6			May 2, 1851
NW. ¼ NW. ¼	5	7	6			Do.
NE. ¼ NE. ¼	6	7	6		Mar. 12, 1851	
NW. ¼ NE. ¼	6	7	6		do	
SE. ¼ SW. ¼	7	7	6			Dec. 21, 1850
NW. ¼ NE. ¼	17	7	6			Nov. 18, 1850
SW. ¼ NE. ¼	17	7	6			Do.
SE. ¼ NW. ¼	17	7	6			Do.
NW. ¼ SW. ¼	17	7	6			May 6, 1851
SE. ¼ SW. ¼	17	7	6			Do.
NE. ¼ NW. ¼	19	7	6			May 3, 1851
NW. ¼ NW. ¼	19	7	6			Do.
SE. ¼ NW. ¼	19	7	6			Do.
SW. ¼ NW. ¼	19	7	6			Do.
SW. ¼ SE. ¼	19	7	6			Dec. 2, 1851
NW. ¼ NE. ¼	20	7	6		Feb. 5, 1851	
SE. ¼ NE. ¼	20	7	6			Dec. 11, 1851
NW. ¼ SE. ¼	20	7	6			May 6, 1851
SW. ¼ SE. ¼	20	7	6			Do.
NE. ¼ SW. ¼	22	7	6			Dec. 24, 1852
SE. ¼ NE. ¼	25	7	6		Mar. 10, 1851	
SW. ¼ NE. ¼	25	7	6		do	
NW. ¼ NE. ¼	27	7	6		Oct. 2, 1856	
SW. ¼ SW. ¼	27	7	6			Dec. 11, 1851
SE. ¼ SE. ¼	28	7	6			Aug. 7, 1852
NE. ¼ NW. ¼	30	7	6			July 31, 1852
NE. ¼ SE. ¼	35	7	6			Dec. 12, 1850
NW. ¼ SE. ¼	35	7	6			Do.
NE. ¼ SW. ¼	35	7	6			Feb. 14, 1852
SE. ¼ SW. ¼	35	7	6			Do.
NW. ¼ SE. ¼	1	1	7		Jan. 22, 1851	
SE. ¼ NE. ¼	11	1	7		Apr. 29, 1851	
SE. ¼ SE. ¼	11	1	7		do	
SE. ¼ NW. ¼	22	1	7		Nov. 3, 1856	
SE. ¼ SW. ¼	36	2	7		Jan. 22, 1851	
SE. ¼ NE. ¼	10	3	7			Sept. 28, 1852
NE. ¼ NW. ¼	10	3	7			Oct. 8, 1852
NW. ¼ NW. ¼	10	3	7			Do.
NE. ¼ SE. ¼	23	3	7			Dec. 31, 1851
NW. ¼ SE. ¼	23	3	7			Do.
NE. ¼ NE. ¼	26	3	7			Dec. 25, 1851
SE. ¼ NE. ¼	26	3	7			Do.
NW. ¼ NW. ¼	26	3	7			June 24, 1852
NE. ¼ NE. ¼	3	4	7		Aug. 12, 1851	
NW. ¼ NE. ¼	3	4	7			Nov. 4, 1850
NE. ¼ NE. ¼	13	4	7			Dec. 8, 1851
SE. ¼ SW. ¼	23	4	7			July 16, 1852
NE. ¼ NW. ¼	26	4	7			Apr. 11, 1851
SE. ¼ NW. ¼	26	4	7			Do.
SE. ¼ SW. ¼	35	4	7		Oct. 14, 1851	
SW. ¼ SW. ¼	35	4	7		do	
NE. ¼ NE. ¼	29	5	7			Sept. 28, 1852
SW. ¼ SE. ¼	34	5	7			Nov. 4, 1850
NE. ¼ NW. ¼	30	6	7			June 7, 1851
NW. ¼ NW. ¼	30	6	7			Do.
SE. ¼ NW. ¼	30	6	7			Do.
SW. ¼ NW. ¼	30	6	7			Do.
SW. ¼ NE. ¼	2	7	7			July 25, 1851
NE. ¼ SW. ¼	11	7	7			Dec. 2, 1851

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 6—Continued.		N.	W.			
SE. ¼ SW. ¼	13	7	7			June 23, 1851
SW. ¼ SW. ¼	14	7	7		Aug. 13, 1851	
SE. ¼ SE. ¼	15	7	7			Apr. 21, 1851
SE. ¼ SW. ¼	23	7	7			Feb. 23, 1851
SW. ¼ SW. ¼	23	7	7			Do.
NE. ¼ NW. ¼	24	7	7		Dec. 23, 1851	
SW. ¼ NW. ¼	24	7	7			Dec. 4, 1851
NE. ¼ SE. ¼	27	7	7			June 14, 1851
NW. ¼ SE. ¼	27	7	7			Do.
SW. ¼ NW. ¼	34	7	7			Dec. 19, 1851
NE. ¼ SW. ¼	34	7	7			Do.
NW. ¼ SW. ¼	34	7	7			Do.
NE. ¼ SW. ¼	5	2	8			Dec. 31, 1851
SW. ¼ SW. ¼	13	2	8			Dec. 29, 1851
NW. ¼ NE. ¼	17	2	8			May 3, 1852
SW. ¼ NE. ¼	21	2	8			May 7, 1851
NE. ¼ SE. ¼	21	2	8		July 8, 1851	
NW. ¼ SE. ¼	21	2	8			Do.
SE. ¼ NW. ¼	21	2	8			Do.
NE. ¼ SW. ¼	21	2	8			Do.
Lot 2, NW. ¼	7	3	8			Nov. 5, 1852
Lot 1, SW. ¼	7	3	8			Do.
SE. ¼ SE. ¼	9	3	8			Jan. 3, 1853
SW. ¼ SE. ¼	9	3	8			Do.
SE. ¼ SW. ¼	9	3	8			Jan. 7, 1853
SW. ¼ SW. ¼	9	3	8			Do.
SW. ¼ NW. ¼	20	3	8			Oct. 8, 1850
NE. ¼ SE. ¼	25	5	8			Mar. 12, 1851
NW. ¼ SE. ¼	25	5	8			Do.
SE. ¼ SE. ¼	25	5	8			Do.
SW. ¼ SE. ¼	25	5	8			Do.
NE. ¼ NE. ¼	36	5	8			Mar. 12, 1856
NW. ¼ NE. ¼	36	5	8			Do.
NE. ¼ SW. ¼	31	6	8		Oct. 20, 1856	
SE. ¼ NW. ¼	20	7	8		July 26, 1851	
NW. ¼ SE. ¼	23	7	8		Feb. 15, 1856	
SW. ¼ SE. ¼	23	7	8		do	
NE. ¼ NW. ¼	1	1	9		Dec. 13, 1850	
NW. ¼ NW. ¼	1	1	9		do	
SE. ¼ SW. ¼	6	1	9		Nov. 4, 1851	
SE. ¼ NW. ¼	7	1	9		Oct. 4, 1856	
SW. ¼ NE. ¼	11	1	9			Oct. 31, 1851
SE. ¼ NW. ¼	11	1	9			Do.
NE. ¼ SE. ¼	14	1	9			Do.
SE. ¼ SE. ¼	14	1	9			Do.
NW. ¼ SE. ¼	14	1	9		Feb. 24, 1851	
SW. ¼ SE. ¼	14	1	9		do	
NW. ¼ NE. ¼	23	1	9		Jan. 22, 1851	
NE. ¼ NW. ¼	23	1	9		do	
NE. ¼ NE. ¼	27	1	9		Sept. 24, 1851	
SW ¼ NW. ¼	1	2	9		Sept. 6, 1851	
NE. ¼ NE. ¼	7	2	9		Aug. 22, 1855	
SE. ¼ NE. ¼	7	2	9		do	
NE. ¼ NW ¼	8	2	9		do	
NW. ¼ NW. ¼	8	2	9		do	
SE. ¼ NW. ¼	8	2	9		do	
SW. ¼ NW. ¼	8	2	9		do	
NE. ¼ SW. ¼	8	2	9		do	
NW. ¼ SW. ¼	8	2	9		do	
NE. ¼ SW. ¼	23	2	9		Jan. 23, 1851	
NE. ¼ NE. ¼	31	2	9		Oct. 26, 1856	
SE. ¼ NE. ¼	31	2	9		do	
SW. ¼ NE. ¼	31	2	9		do	
NW. ¼ NW. ¼	32	2	9		Feb. 19, 1852	
NE. ¼ SE. ¼	35	2	9			Dec. 13, 1850
NW. ¼ SE. ¼	35	2	9			Do.
SE. ¼ SE. ¼	35	2	9			Do.
SW. ¼ SE. ¼	35	2	9			Do.
SW. ¼ SE. ¼	7	3	9			Mar. 10, 1852
NE. ¼ SE. ¼	8	3	9			Jan. 8, 1852
SE. ¼ SE. ¼	8	3	9			Do.
NW. ¼ SW. ¼	9	3	9			Jan. 30, 1852
SW. ¼ SW. ¼	9	3	9			Do.
NW. ¼ SE. ¼	15	3	9		Oct. 15, 1851	
SE. ¼ SW. ¼	15	3	9		Aug. 28, 1851	
NE. ¼ NE. ¼	18	3	9			Mar. 1, 1851
NW. ¼ NE. ¼	28	3	9			Oct. 31, 1851

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 6—Continued.		N.	W.			
NE. ¼ SE. ¼	28	3	9			Oct. 31, 1851
NW. ¼ SE. ¼	29	3	9			Feb. 9, 1852
NE. ¼ NE. ¼	32	3	9			Oct. 31, 1851
NE. ¼ NE. ¼	36	6	9		Dec. 28, 1850	
NW. ¼ SE. ¼	26	1	10		Oct. 11, 1856	
NE. ¼ SW. ¼	26	1	10		do	
NW. ¼ SW ¼	36	1	10			Apr. 2, 1853
NE. ¼ NW. ¼	6	2	10			Mar. 15, 1852
NE. ¼ SW. ¼	23	2	10			July 15, 1851
NW. ¼ SW. ¼	23	2	10			Do.
NE. ¼ SE. ¼	36	1	11		June 2, 1856	
NW. ¼ SE. ¼	36	1	11		do	
NW. ¼ NE. ¼	3	2	11		July 25, 1854	
SW. ¼ NE. ¼	3	2	11		do	
SW. ¼ SW. ¼	13	2	11		Mar. 10, 1851	
SE. ¼ SE. ¼	14	2	11		Mar. 20, 1851	
SW. ¼ SW. ¼	15	2	11		Feb. 5, 1857	
SE. ¼ SE. ¼	17	2	11			June 21, 1852
SW. ¼ SE. ¼	17	2	11			Do.
NW. ¼ SW. ¼	22	2	11		Mar. 2, 1852	
NE. ¼ NW. ¼	24	2	11		Mar. 3, 1851	
NW. ¼ NW. ¼	24	2	11		do	
SE. ¼ NW. ¼	25	2	11		Feb. 11, 1857	
SW. ¼ NW. ¼	25	2	11		Feb. 11, 1857	
NE. ¼ SE. ¼	27	2	11		Feb. 5, 1857	
SE. ¼ SE. ¼	27	2	11		do	
SE. ¼ SE. ¼	28	2	11		Apr. 2, 1851	
SE. ¼ SE. ¼	35	2	11		Apr. 14, 1851	
SW. ¼ SW. ¼	36	2	11		do	
SW. ¼ SW. ¼	21	1	12			Oct. 31, 1851
SE. ¼ SE. ¼	20	1	12			June 18, 1851
NW. ¼ NW. ¼	28	1	12			Do.
SW. ¼ NW. ¼	28	1	12			Do.
NE. ¼ NW. ¼	28	1	12			Dec. 8, 1851
SE. ¼ NW. ¼	28	1	12			Do.
SE. ¼ NE. ¼	29	1	12			Oct. 31, 1851
NE. ¼ SE. ¼	29	1	12			Sept. 10, 1851
SE. ¼ SE. ¼	29	1	12			Do.
NW. ¼ NE. ¼	32	1	12			Oct. 31, 1851
SW. ¼ NE. ¼	32	1	12			Do.
NW. ¼ SE. ¼	32	1	12		Jan. 17, 1855	
SW. ¼ SE. ¼	32	1	12		do	
SW. ¼ NW. ¼	13	2	13		Dec. 5, 1851	
SE. ¼ SE. ¼	8	2	14		June 23, 1851	
SW. ¼ NE. ¼	9	2	14		do	
NE. ¼ NW. ¼	9	2	14		Feb. 27, 1855	
NW. ¼ NE. ¼	30	2	14		Mar. 27, 1851	
SW. ¼ NE. ¼	30	2	14		do	
NE. ¼ SE. ¼	34	3	14		Nov. 20, 1855	
NW. ¼ SE. ¼	34	3	14		do	
SE. ¼ SE. ¼	34	3	14		do	
SW. ¼ SE. ¼	34	3	14		do	
NW. ¼ SW. ¼	35	3	14		July 1, 1851	
SE. ¼ SE. ¼	2	5	14			Oct. 20, 1851
SW. ¼ SE. ¼	2	5	14			Do.
NE. ¼ NE. ¼	33	6	14		Mar. 5, 1855	
SW. ¼ NE. ¼	33	6	14		do	
SE. ¼ SE. ¼	17	7	14		Mar. 30, 1855	
SW. ¼ SE. ¼	17	7	14		do	
SE. ¼ SW. ¼	17	7	14		do	
NE. ¼ SE. ¼	20	3	15		Nov. 11, 1856	
SE. ¼ SE. ¼	20	3	15		do	
NE. ¼ SE. ¼	21	3	15		Dec. 22, 1856	
SE. ¼ SE. ¼	21	3	15		do	
SE. ¼ SW. ¼	22	3	15		Sept. 5, 1856	
SW. ¼ SW. ¼	22	3	15		do	
SE. ¼ SW. ¼	17	4	15		Jan. 24, 1857	
NE. ¼ NE. ¼	6	5	15		May 9, 1851	
SE. ¼ NE. ¼	19	6	15		Sept. 3, 1851	
SE. ¼ SW. ¼	19	6	15		Oct. 17, 1850	
SW. ¼ NW. ¼	20	6	15		Dec. 3, 1851	
NE. ¼ SW. ¼	22	6	15			Oct. 29, 1850
NW. ¼ NE. ¼	26	6	15			Do.
SE. ¼ NE. ¼	26	6	15			Do.
NE. ¼ SW. ¼	26	6	15			Do.
NE. ¼ NE. ¼	29	6	15		Feb. 9, 1852	
NE. ¼ NW. ¼	30	6	15		Oct. 24, 1851	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 6—Continued.		N.	W.			
SE. ¼ SE. ¼	31	6	15		Sept. 1, 1852	
SW. ¼ SE. ¼	31	6	15		May 8, 1851	
NW. ¼ NW. ¼	27	3	16		Dec. 21, 1855	
NE. ¼ NW. ¼	26	5	17			Oct. 4, 1850
NW. ¼ NW. ¼	26	5	17			Do.
SE. ¼ NW. ¼	26	5	17			Do.
SW. ¼ NW. ¼	26	5	17			Do.
SE. ¼ SW. ¼	6	7	17		Jan. 23, 1851	
SW. ¼ SW. ¼	6	7	17		do	
		S.	W.			
NE. ¼ SW. ¼	9	1	3		Jan. 7, 1851	
NW. ¼ SW. ¼	9	1	3		do	
NW. ¼ NW. ¼	7	2	3		Oct. 2, 1856	
SE. ¼ NW. ¼	7	2	3		do	
NE. ¼ SE. ¼	7	2	3			Nov. 9, 1852
NE. ¼ NE. ¼	13	2	3			May 22, 1852
NW. ¼ NE. ¼	13	2	3			Do.
SW. ¼ NE. ¼	13	2	3			Do.
SE. ¼ NE. ¼	13	2	3			Do.
NW. ¼ SE. ¼	17	2	3		Sept. 26, 1854	
SW. ¼ SE. ¼	17	2	3		do	
SE. ¼ NE. ¼	22	2	3		May 31, 1856	
SW. ¼ NE. ¼	22	2	3		do	
SW. ¼ SE. ¼	22	2	3		Apr. 14, 1856	
NE. ¼ NW. ¼	26	2	3		June 18, 1855	
SE. ¼ NW. ¼	26	2	3		do	
NE. ¼ NE. ¼	13	3	3		do	
SE. ¼ NE. ¼	13	3	3		do	
NE. ¼ NW. ¼	26	3	3			May 7, 1851
NW. ¼ NW. ¼	26	3	3			Do.
SE. ¼ NW. ¼	26	3	3			Do.
NW. ¼ SE. ¼	26	3	3			Do.
SE. ¼ SE. ¼	26	3	3			Do.
SW. ¼ SE. ¼	26	3	3			Do.
NE. ¼ SW. ¼	26	3	3			Do.
SE. ¼ SW. ¼	26	3	3			Do.
SW. ¼ SW. ¼	26	3	3			Do.
NE. ¼ NE. ¼	35	3	3		May 7, 1851	
NE. ¼ SW. ¼	22	4	3		Feb. 21, 1857	
SE. ¼ SW. ¼	22	4	3		do	
SE. ¼ frl	5	8	3	37.89		Dec. 8, 1851
E. ½ of SW. ¼	5	8	8	57.89	June 13, 1851	
NE. ¼ SE. ¼	7	8	3		Jan. 11, 1851	
NW. ¼ SE. ¼	7	8	3		do	
SE. ¼ SE. ¼	7	8	3		do	
SW. ¼ SE. ¼	7	8	3		do	
Lot 1 SW. frl	7	8	3			June 16, 1851
Lot 4 SW. frl	7	8	3			June 28, 1851
NE. ¼ NW. ¼	8	8	3		Mar. 12, 1851	
SE. ¼ NW. ¼	8	8	3		do	
NE. ¼ SW. ¼	8	8	3			Jan. 11, 1851
NW. ¼ SW. ¼	8	8	3			Do.
NE. ¼ NW. ¼	17	8	3		Dec. 27, 1851	
NW. ¼ NW. ¼	17	8	3		do	
SE. ¼ NW. ¼	17	8	3		do	
SW. ¼ NW. ¼	17	8	3		do	
NE. ¼ NE. ¼	19	8	3			June 28, 1851
NW. ¼ NE. ¼	19	8	3			Do.
SE. ¼ NE. ¼	19	8	3			Do.
SW. ¼ NE. ¼	19	8	3			Do.
NE. ¼ NW. ¼	19	8	3			Do.
NW. ¼ NW. ¼	19	8	3			Do.
SE. ¼ NW. ¼	19	8	3			Do.
SW. ¼ NW. ¼	19	8	3			Do.
Lot 8 SW. ¼	19	8	3			May 8, 1851
Lot 9 SW. ¼	19	8	3			Do.
Lot 10	31	8	3			Nov. 25, 1851
Lot 11	31	8	3			Do.
NE. ¼ NE. ¼	36	8	3		Aug. 25, 1851	
NW. ¼ NE. ¼	36	8	3		do	
SE. ¼ NE. ¼	36	8	3		do	
SW. ¼ NW. ¼	4	9	3		Oct. 8, 1851	
NE. ¼ SE. ¼	5	9	3			Do.
NW. ¼ SE. ¼	5	9	3			Do.
SE. ¼ SE. ¼	5	9	3			Do.
SW. ¼ SE. ¼	5	9	3			Do.
NE. ¼ NE. ¼	8	9	3			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 6—Continued.		S.	W.			
NW. ¼ NE. ¼	8	9	3			Nov. 25, 1851
NW. ¼ SE. ¼	9	9	3			Dec. 6, 1850
SW. ¼ SE. ¼	9	9	3			Do.
SE. ¼ SE. ¼	9	9	3			Do.
NE. ¼ SW. ¼	9	9	3			Nov. 4, 1851
NW. ¼ SW. ¼	9	9	3			Do.
SE. ¼ SW. ¼	9	9	3			Do.
SW. ¼ SW. ¼	9	9	3			Do.
SW. ¼ SE. ¼	15	9	3		July 25, 1851	
SW. ¼ SW. ¼	15	9	3			Nov. 25, 1851
NE. ¼ SW. ¼	23	9	3			Do.
NW. ¼ SW. ¼	23	9	3			Do.
Lot 3	31	9	3			Nov. 19, 1850
Lot 4	31	9	3			Do.
Lot 8	31	9	3			Do.
Lot 9	31	9	3			Do.
NW. ¼ NW. ¼	26	10	3		June 16, 1851	
SE. ¼ NW. ¼	26	10	3		do	
NE. ¼ N. E. ¼	27	10	3		do	
SE. ¼ NE. ¼	27	10	3		do	
NE. ¼ NW. ¼	33	10	3			Dec. 5, 1856
NW. ¼ NW. ¼	33	10	3			Do.
SE. ¼ NW. ¼	33	10	3			Do.
SW. ¼ NW. ¼	33	10	3			Do.
SE. ¼ SW. ¼	11	1	4			Apr. 9, 1851
SW. ¼ SW. ¼	11	1	4			Do.
NE. ¼ SW. ¼	12	1	4			Nov. 27, 1850
NW. ¼ SW. ¼	12	1	4			Do.
SE. ¼ SW. ¼	12	1	4			Do.
SW. ¼ SW. ¼	12	1	4			Do.
NE. ¼ NE. ¼	14	1	4			Do.
NW. ¼ NE. ¼	14	1	4			Do.
NE. ¼ NE. ¼	2	2	4			Oct. 19, 1850
NW. ¼ NE. ¼	2	2	4			Do.
SE. ¼ NE. ¼	2	2	4			Do.
SW. ¼ NE. ¼	2	2	4			Do.
NW. ¼ NW. ¼	12	2	4			Nov. 7, 1856
SW. ¼ NW. ¼	12	2	4			Do.
NE. ¼ SW. ¼	21	4	4		Oct. 30, 1856	
NE. ¼ NE. ¼	28	4	4		do	
NW. ¼ NE. ¼	28	4	4		do	
NE. ¼ NW. ¼	8	8	4			Jan. 18, 1851
NW. ¼ NW. ¼	8	8	4			Do.
SE. ¼ NW. ¼	8	8	4			Do.
SW. ¼ NW. ¼	8	8	4			Do.
SE. ¼ SW. ¼	23	8	4			Apr. 24, 1851
NE. ¼ SE. ¼	36	9	4			Nov. 8, 1850
NE. ¼ SE. ¼	5	10	4			Mar. 17, 1855
SE. ¼ SE. ¼	5	10	4			Do.
NW. ¼ SE. ¼	5	10	4			Do.
SW. ¼ SE. ¼	5	10	4			Do.
SE. ¼ NW. ¼	7	10	4			Mar. 19, 1855
SW. ¼ NW. ¼	7	10	4			Dec. 15, 1854
NE. ¼ SW. ¼	7	10	4			Do.
NE. ¼ NE. ¼	23	10	4		Aug. 27, 1855	
NW. ¼ NE. ¼	23	10	4		do	
NE. ¼ NW. ¼	23	10	4		do	
NW. ¼ NW. ¼	23	10	4		do	
SE. ¼ SW. ¼	28	10	4		Feb. 5, 1852	
SW. ¼ SE. ¼	17	2	5		Oct. 2, 1851	
SE. ¼ NE. ¼	9	5	5			June 15, 1852
NE. ¼ SE. ¼	9	5	5			Do.
SW. ¼ NW. ¼	10	5	5			Do.
NW. ¼ SW. ¼	10	5	5			Do.
NE. ¼ NW. ¼	27	7	5			Jan. 21, 1851
NW. ¼ NW. ¼	27	7	5			Do.
NE. ¼ SW. ¼	27	7	5			Jan. 5, 1852
NW. ¼ SW. ¼	27	7	5			Do.
SE. ¼ SW. ¼	27	7	5			Do.
SW. ¼ SW. ¼	27	7	5			Do.
NE. ¼ SE. ¼	28	7	5			Do.
NW. ¼ SE. ¼	28	7	5			Do.
SE. ¼ SE. ¼	28	7	5			Do.
SW. ¼ SE. ¼	28	7	5			Do.
NE. ¼ SW. ¼	28	7	5			Do.
NW. ¼ SW. ¼	28	7	5			Do.
SE. ¼ SW. ¼	28	7	5			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 6—Continued.		S.	W.			
SW. ¼ SW. ¼	28	7	5			Jan. 5, 1852
NE. ¼ SW. ¼	34	7	5			Oct. 20, 1851
NW. ¼ SW. ¼	34	7	5			Do.
SE. ¼ SW. ¼	34	7	5			Do.
SW. ¼ SW. ¼	84	7	5			Do.
NE. ¼ NW. ¼	3	8	5			Do.
NW. ¼ NW. ¼	3	8	5			Do.
SE. ¼ NW. ¼	3	8	5			Do.
SW. ¼ NW. ¼	3	8	5			Do.
NE. ¼ SW. ¼	3	8	5			Nov. 6, 1851
NW. ¼ SW. ¼	3	8	5			Do.
SE. ¼ SW. ¼	3	8	5			Do.
SW. ¼ SW. ¼	3	8	5			Do.
NE. ¼ NW. ¼	19	8	3		Oct. 28, 1856	
NW. ¼ NW. ¼	19	8	5		do	
SW. ¼ NW. ¼	19	8	5		do	
Frl. NW. ¼	7	8	3			June 15, 1851
		N.	W.			
NE. ¼ SW. ¼	3	6	6			Dec. 31, 1851
W. ½ SW. ¼	3	6	6			Do.
NW. ¼ NW. ¼	2	3	7			Jan. 7, 1853
W. ½ NE. ¼	36	2	10			Sept. 28, 1850
N. ½ SW. ¼	24	7	13			Dec. 31, 1851
NE. ¼ SE. ¼	32	8	3		Apr. 16, 1851	
NW. ¼ SW. ¼	33	8	3		do	
*Volume 7.**		N.	W.			
NE. ¼ NE. ¼	21	9	5			Nov. 17, 1856
NE. ¼ NW. ¼	22	9	5			Do.
SE. ¼ NW. ¼	22	9	5			Do.
NW. ¼ SW. ¼	22	9	5			Do.
NE. ¼ SW. ¼	22	9	5			Do.
SE. ¼ SW. ¼	22	9	5			Do.
NE. ¼ NE. ¼	24	9	5			Do.
NW. ¼ NE. ¼	24	9	5			Do.
SE. ¼ NE. ¼	24	9	5			Do.
SW. ¼ NE. ¼	24	9	5			Do.
NE. ¼ SE. ¼	24	9	5			Do.
NW. ¼ SE. ¼	24	9	5			Do.
SE. ¼ SE. ¼	24	9	5			Do.
SW. ¼ SE. ¼	24	9	5			Do.
SE. ¼ NW. ¼	24	9	5			Do.
NE. ¼ SW. ¼	24	9	5			Do.
NW. ¼ SW. ¼	24	9	5			Do.
SE. ¼ SW. ¼	24	9	5			Do.
SW. ¼ SW. ¼	24	9	5			Do.
SW. ¼ NE. ¼	26	9	5			Sept. 2, 1851
NE. ¼ NW. ¼	26	9	5			June 6, 1855
NW. ¼ NW. ¼	26	9	5			Do.
NE. ¼ NW. ¼	32	9	5		Dec. 28, 1854	
SW. ¼ SW. ¼	34	9	5			Oct. 28, 1851
SE. ¼ SW. ¼	1	10	5			Dec. 14, 1854
SW. ¼ SW. ¼	1	10	5			Do.
NW. ¼ NW. ¼	3	10	5			Oct. 28, 1851
SW. ¼ NE. ¼	5	10	5		Oct. 3, 1853	
SE. ¼ NW. ¼	8	10	5		June 20, 1856	
NW. ¼ SE. ¼	8	10	5		do	
NW. ¼ NW. ¼	12	10	5			Dec. 6, 1854
SE. ¼ NW. ¼	12	10	5			Dec. 14, 1854
SW. ¼ NW. ¼	12	10	5			Do.
NW. ¼ SE. ¼	12	10	5			Do.
NW. ¼ SW. ¼	12	10	5			Dec. 14, 1854
SE. ¼ NE. ¼	13	10	5			Jan. 11, 1855
SW. ¼ NE. ¼	13	10	5			Do.
NE. ¼ SW. ¼	13	10	5			Oct. 31, 1851
SE. ¼ SW. ¼	13	10	5			Do.
SW. ¼ SW. ¼	13	10	5			Do.
NE. ¼ NE. ¼	15	10	5		Dec. 30, 1854	
SE. ¼ SW. ¼	15	10	5		Oct. 14, 1851	
SW. ¼ SE. ¼	18	10	5		Nov. 6, 1855	
NE. ¼ NE. ¼	20	10	5			Oct. 14, 1851
SE. ¼ NE. ¼	20	10	5			Do.
SW. ¼ NE. ¼	20	10	5		Dec. 28, 1854	
NE. ¼ NW. ¼	20	10	5		do	

* Subject to cash indemnity, 191 tracts, equal to 7,640 acres; subject to land indemnity, 296 tracts, equal to 11,840 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of section.	Sec.	Town.	Range.	Area.		
Volume 7—Continued.		N.	W.			
NW. ¼ NW. ¼	20	10	5		Dec. 28, 1854	
SE. ¼ NW. ¼	20	10	5		do	
SW. ¼ NW. ¼	20	10	5		do	
NE. ¼ SE. ¼	20	10	5			Oct. 14, 1851
NE. ¼ NE. ¼	24	10	5			Dec. 5, 1851
NW. ¼ NE. ¼	24	10	5			Do.
NE. ¼ NW. ¼	24	10	5			Oct. 31, 1851
NW. ¼ NW. ¼	24	10	5			Do.
SW. ¼ NW. ¼	24	10	5			Do.
NE. ¼ NW. ¼	14	1	6		Nov. 10, 1856	
SE. ¼ NW. ¼	14	1	6		do	
NE. ¼ SW. ¼	26	1	6		Nov. 14, 1856	
SE. ¼ SW. ¼	26	1	6		do	
NE. ¼ NE. ¼	5	6	6			Dec. 30, 1851
SE. ¼ NE. ¼	5	6	6			Do.
NE. ¼ SE. ¼	5	6	6			Do.
SE. ¼ SE. ¼	5	6	6			Do.
NE. ¼ SE. ¼	10	6	6		Dec. 29, 1851	
NW. ¼ SW. ¼	11	6	6		do	
NE. ¼ NW. ¼	13	6	6			June 1, 1852
NW. ¼ NW. ¼	13	6	6			Do.
NW. ¼ NE. ¼	13	6	6			Do.
SW. ¼ NE. ¼	13	6	6			Do.
NW. ¼ SW. ¼	13	6	6			Dec. 4, 1851
SW. ¼ SW. ¼	13	6	6			Do.
SE. ¼ SE. ¼	31	6	6			Jan. 28, 1851
SE. ¼ SE. ¼	4	9	6			Nov. 26, 1855
NE. ¼ SE. ¼	8	9	6		Sept. 15, 1856	
SW. ¼ SE. ¼	4	9	6			Do.
NW. ¼ SE. ¼	8	9	6		Sept. 15, 1856	
SE. ¼ SE. ¼	8	9	6		do	
SW. ¼ SE. ¼	8	9	6		do	
NE. ¼ SW. ¼	8	9	6		Oct. 31, 1855	
SE. ¼ NE. ¼	10	9	6			May 4, 1855
SW. ¼ NE. ¼	10	9	6			Do.
SW. ¼ NW. ¼	10	9	6		Nov. 3, 1854	
NE. ¼ SE. ¼	10	9	6		Apr. 3, 1856	
SE. ¼ SE. ¼	10	9	6		do	
NW. ¼ SE. ¼	10	9	6		Sept. 15, 1856	
SW. ¼ SE. ¼	10	9	6		do	
NE. ¼ SW. ¼	10	9	6		Nov. 9, 1855	
NW. ¼ SW. ¼	10	9	6		do	
SE. ¼ NE. ¼	11	9	6			Jan. 4, 1853
SW. ¼ NE. ¼	11	9	6			Do.
SE. ¼ NW. ¼	11	9	6		Sept. 15, 1856	
SW. ¼ NW ¼	11	9	6		do	
SE. ¼ SE. ¼	12	9	6		July 28, 1851	
SW. ¼ SE. ¼	12	9	6		do	
SE. ¼ SW. ¼	12	9	6			Do.
SW. ¼ SW. ¼	12	9	6			Do.
NE. ¼ NE. ¼	13	9	6			Jan. 6, 1851
NE. ¼ SW. ¼	13	9	6			Jan. 4, 1853
SE. ¼ SW. ¼	13	9	6			Do.
NW. ¼ SW. ¼	13	9	6			Jan. 6, 1851
SW. ¼ SW. ¼	13	9	6			Do.
NE. ¼ NW. ¼	14	9	6			Sept. 15, 1856
SE. ¼ NW. ¼	14	9	6			Do.
NW. ¼ SW. ¼	17	9	6			May 29, 1856
NE. ¼ SE. ¼	23	9	6		Dec. 6, 1854	
SE. ¼ SE. ¼	23	9	6		do	
SE. ¼ SE. ¼	27	9	6			Oct. 8, 1851
SW. ¼ SE. ¼	27	9	6			Do.
NW. ¼ NW. ¼	34	9	6			Do.
SE. ¼ SE. ¼	34	9	6		Dec. 30, 1851	
SE. ¼ SW. ¼	34	9	6		Sept. 23, 1854	
SW. ¼ SW. ¼	34	9	6		do	
NE. ¼ NE. ¼	2	1	7			Jan. 10, 1851
SE. ¼ NE. ¼	2	1	7			Do.
NE. ¼ SE. ¼	4	1	7			Nov. 4, 1851
SE. ¼ SE. ¼	4	1	7			Do.
NW. ¼ SE. ¼	4	1	7			Do.
NE. ¼ NW. ¼	5	1	7			Nov. 6, 1852
SE. ¼ NW. ¼	5	1	7			Do.
NE. ¼ NE. ¼	32	2	7			Jan. 1, 1857
SE. ¼ NE. ¼	32	2	7			Do.
SW. ¼ NE. ¼	32	2	7			Do.
NE. ¼ SE. ¼	32	2	7			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 7—Continued.		N.	W.			
NW. ¼ SE. ¼	32	2	7			Jan. 1, 1857
SE. ¼ SE. ¼	32	2	7			Do.
SW. ¼ SE. ¼	32	2	7			Do.
NW. ¼ SW. ¼	33	2	7			Do.
SW. ¼ SW. ¼	33	2	7			Do.
SE. ¼ NW. ¼	7	4	7		May 22, 1854	
NE. ¼ NE. ¼	14	4	7		Jan. 30, 1854	
NE. ¼ SE. ¼	15	4	7			Sept. 25, 1852
NW. ¼ SE. ¼	20	4	7			Nov. 29, 1852
NE. ¼ SW. ¼	20	4	7			Do.
SE. ¼ NW. ¼	4	7	7			Aug. 4, 1856
SW. ¼ NW. ¼	4	7	7			Do.
NE. ¼ SW. ¼	4	7	7			Do.
NW. ¼ SW. ¼	4	7	7			Do.
SE. ¼ NE. ¼	5	7	7			July 10, 1856
SW. ¼ NE. ¼	5	7	7			Do.
SE. ¼ NW. ¼	5	7	7			Do.
SW. ¼ NW. ¼	5	7	7			Do.
SE. ¼ NW. ¼	6	7	7		Aug. 25, 1856	
NE. ¼ NW. ¼	7	7	7		Nov. 24, 1856	
SE. ¼ NW. ¼	7	7	7		do	
NE. ¼ NW. ¼	25	7	7		Dec. 30, 1854	
SE. ¼ NW. ¼	25	7	7		do	
NW. ¼ NE. ¼	5	8	7			Oct. 11, 1856
SW. ¼ NE. ¼	5	8	7			Do.
NE. ¼ NW. ¼	5	8	7			Do.
SE. ¼ NW. ¼	5	8	7			Do.
NE. ¼ NW. ¼	6	8	7			Oct. 24, 1856
SE. ¼ NW. ¼	6	8	7			Do.
NW. ¼ NE. ¼	17	8	7		Feb. 21, 1857	
SW. ¼ NE. ¼	17	8	7		do	
NW. ¼ NW ¼	17	8	7			Oct. 31, 1851
NW. ¼ SE. ¼	17	8	7		Feb. 21, 1857	
NE. ¼ SW. ¼	17	8	7		do	
SW. ¼ NE. ¼	7	1	8			Dec. 31, 1851
SE. ¼ NW. ¼	7	1	8			Do.
SW. ¼ SE. ¼	30	1	8			Do.
NE. ¼ SE. ¼	8	3	8			Aug. 7, 1852
NW. ¼ SE. ¼	8	3	8			Do.
SE. ¼ SE. ¼	8	3	8			Do.
SW. ¼ SE. ¼	8	3	8			Do.
NE. ¼ SE. ¼	21	3	8			Jan. 7, 1854
NW. ¼ SE. ¼	21	3	8			Do.
SE. ¼ SW. ¼	22	3	8			Jan. 20, 1854
SW. ¼ SW. ¼	22	3	8			Do.
SE. ¼ NW. ¼	27	3	8			Nov. 18, 1853
SW. ¼ NW. ¼	27	3	8			Do.
NE. ¼ NE. ¼	28	3	8			Jan. 17, 1854
NE. ¼ NE. ¼	34	3	8			Aug. 16, 1852
NW. ¼ NE. ¼	34	3	8			Do.
NE. ¼ NE. ¼	35	3	8			Dec. 2, 1851
NW. ¼ NE. ¼	35	3	8			Do.
SW. ¼ NE. ¼	35	3	8			Do.
NW. ¼ NW. ¼	35	3	8			Do.
NE. ¼ SW. ¼	35	3	8			Do.
NW. ¼ SW. ¼	35	3	8			Do.
SE. ¼ SW. ¼	35	3	8			Do.
SW. ¼ SW. ¼	35	3	8			Do.
NW. ¼ NW. ¼	36	3	8			Do.
SE. ¼ SE. ¼	36	3	8			Do.
SW. ¼ SE. ¼	36	3	8			Do.
SE. ¼ SW. ¼	36	3	8			Do.
SW. ¼ SW. ¼	36	3	8			Do.
NE. ¼ NE. ¼	1	4	8			Do.
NW. ¼ NE. ¼	1	4	8			Do.
SE. ¼ NE. ¼	1	4	8			Do
SW. ¼ NE, ¼	1	4	8			Do.
NE. ¼ NW. ¼	1	4	8			Do.
NW. ¼ SW. ¼	13	4	8			Oct. 19, 1852
NE. ¼ NE. ¼	15	4	8		July 23, 1851	
SE. ¼ NE. ¼	15	4	8		Feb. 20, 1854	
SW. ¼ NE. ¼	15	4	8		do	
NE. ¼ SE. ¼	19	4	8			Jan. 28, 1852
NW. ¼ SE. ¼	19	4	8			Do.
SE. ¼ SE. ¼	19	4	8			Do.
SW. ¼ SE. ¼	19	4	8			Do.
NE. ¼ NW. ¼	21	4	8			Dec. 22, 1851

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 7—Continued.		N.	W.			
NW. ¼ NW. ¼	21	4	8			Dec. 22, 1851
NW. ¼ NW. ¼	23	4	8		Jan. 30, 1854	
SW. ¼ NW. ¼	23	4	8		do	
SE. ¼ SW. ¼	26	4	8		Oct. 15, 1856	
SW. ¼ SW. ¼	28	4	8		July 14, 1851	
SE. ¼ SE. ¼	29	4	8		do	
SW. ¼ SE. ¼	29	4	8			Jan. 11, 1852
NW. ¼ SW. ¼	29	4	8			Do.
SW. ¼ SW. ¼	29	4	8			Do.
NE. ¼ NE. ¼	30	4	8			June 7, 1852
NW. ¼ NE. ¼	30	4	8			Do.
SW. ¼ NE. ¼	30	4	8		Jan. 27, 1852	
Lot 1, NW. ¼	30	4	8			Do.
Lot 3, NW. ¼	30	4	8			Do.
Lot 4, NW. ¼	30	4	8			Do.
Lot 1, SW. ¼	30	4	8			Aug. 31, 1854
Lot 2, SW. ¼	30	4	8			Do.
Lot 5, SW. ¼	30	4	8		Nov. 26, 1856	
NW. ¼ NE. ¼	31	4	8		Sept. 5, 1851	
SW. ¼ NE. 4	31	4	8		do	
Lot 2, NW. ¼	31	4	8			Feb. 16, 1852
Lot 2, SW. ¼	31	4	8			Do.
Lot 4, SW. ¼	31	4	8			Do.
NE. ¼ SE. ¼	32	4	8			Dec. 22, 1851
SE. ¼ SE. ¼	32	4	8			Do.
NW. ¼ SE. ¼	32	4	8		Dec. 22, 1851	
SW. ¼ SE. ¼	32	4	8		do	
SE. ¼ NE. ¼	33	4	8		July 23, 1851	
SE. ¼ SE. ¼	35	4	8		Oct. 20, 1856	
SW. ¼ SE. ¼	35	4	8		do	
NW. ¼ SW. ¼	35	4	8		Oct. 15, 1856	
NW. ¼ SW. ¼	36	4	8			July 23, 1853
SW. ¼ SW. ¼	36	4	8			Do.
NE. ¼ frl	19	5	8		June 21, 1851	
S. ½ frl	6	6	8		Oct. 6, 1851	
NW. ¼ SE. ¼	17	6	8			July 14, 1851
SE. ¼ SW. ¼	17	6	8			Do.
NW. ¼ SW. ¼	17	6	8			Do.
SW. ¼ SW. ¼	17	6	8		Apr. 22, 1851	
NE. ¼ NW. ¼	20	6	8			Jan. 19, 1852
NW. ¼ NW. ¼	20	6	8		July 26, 1851	
SE. ¼ NW. ¼	20	6	8			Do.
SE. ¼ SE. ¼	20	6	8		Dec. 29, 1851	
SW. ¼ SE. ¼	20	6	8		do	
NW. ¼ SW. ¼	21	6	8		Dec. 1, 1851	
SW. ¼ NE. ¼	31	6	8		July 7, 1852	
NE. ¼ NW. ¼	31	6	8		Feb. 19, 1851	
SE. ¼ NW. ¼	31	6	8		do	
NE. ¼ SW. ¼	31	6	8		July 7, 1852	
NE. ¼ NE. ¼	2	7	8			Aug. 2, 1852
NW. ¼ NE. ¼	2	7	8			Do.
SW. ¼ SW. ¼	2	7	8		July 22, 1852	
NE. ¼ NW. ¼	8	7	8			Feb. 9, 1855
NE. ¼ SE. ¼	8	7	8			Sept. 26, 1856
SE. ¼ SE. ¼	8	7	8			Do.
SW. ¼ SE. ¼	8	7	8			Do.
SW. ¼ SW. ¼	9	7	8			Do.
SE. ¼ NE. ¼	18	7	8		Oct. 11, 1854	
SW. ¼ NE. ¼	18	7	8		do	
NE. ¼ SE. ¼	18	7	8		Nov. 6, 1854	
NW. ¼ SE. ¼	18	7	8		do	
SE. ¼ NW. ¼	20	7	8		Aug. 10, 1855	
NW. ¼ SE. ¼	22	7	8			May 17, 1856
SE. ¼ SE. ¼	22	7	8		Dec. 5, 1855	
SW. ¼ SE. ¼	22	7	8		May 10, 1856	
NE. ¼ SE. ¼	28	7	8		Jan. 2, 1856	
NW. ¼ SE. ¼	28	7	8		do	
NE. ¼ SW. ¼	28	7	8		do	
NW. ¼ SW. ¼	28	7	8		do	
SW. ¼ SW. ¼	28	7	8		do	
NE. ¼ NW. ¼	32	7	8		Dec. 10, 1855	
SE. ¼ NE. ¼	33	7	8		Nov. 8, 1850	
SW. ¼ NE. ¼	33	7	8		do	
NE. ¼ NW. ¼	35	7	8			Aug. 9, 1851
NW. ¼ NW. ¼	35	7	8			Do.
NE. ¼ SE. ¼	36	7	8			Oct. 24, 1856
NW. ¼ SE. ¼	36	7	8			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 7—Continued.		N.	W.			
NE. ¼ NW. ¼	23	10	8		Jan. 25, 1851	
NW. ¼ NW. ¼	23	10	8		do	
SW. ¼ SE. ¼	11	1	9			Oct. 31, 1851
NE. ¼ SW. ¼	24	1	9			Aug. 26, 1852
NW. ¼ NE. ¼	25	1	9			Do.
SW. ¼ NE. ¼	25	1	9			Do.
NW. ¼ SE. ¼	25	1	9			Do.
SW. ¼ SE. ¼	25	1	9			Do.
NE. ¼ SW. ¼	25	1	9			Do.
SE. ¼ SW. ¼	25	1	9			Do.
NW. ¼ NE. ¼	36	1	9			Mar. 29, 1852
NE. ¼ NW. ¼	36	1	9			Do.
NE. ¼ SE. ¼	36	1	9			Do.
NW. ¼ SE. ¼	36	1	9			Do.
SE. ¼ SE. ¼	36	1	9			Do.
SW. ¼ SE. ¼	36	1	9			Do.
NE. ¼ NE. ¼	1	2	9			Do.
SE. ¼ NE. ¼	1	2	9			Do.
NW. ¼ NW. ¼	3	2	9			Feb. 9, 1852
NE. ¼ SE. ¼	4	2	9			Dec. 30, 1851
SW. ¼ SW. ¼	7	2	9			Oct. 31, 1851
NW. ¼ SW. ¼	13	2	9			Dec. 30, 1851
SW. ¼ SW. ¼	13	2	9			Do.
NE. ¼ SW. ¼	13	2	9			Feb. 9, 1852
NW. ¼ NW. ¼	24	2	9			Do.
SW. ¼ NW. ¼	24	2	9			Do.
NW. ¼ SE. ¼	12	3	9			Nov. 22, 1856
SW. ¼ NW. ¼	20	3	9		Jan. 9, 1857	
NE. ¼ NW. ¼	25	3	9			Feb. 9, 1852
NW. ¼ NW. ¼	25	3	9			Do.
SE. ¼ NW. ¼	25	3	9			Do.
SW. ¼ NW. ¼	25	3	9			Do.
NE. ¼ SW. ¼	32	3	9		May 14, 1851	
NE. ¼ SW. ¼	11	4	9		Nov. 22, 1856	
NW. ¼ SW. ¼	11	4	9		do	
SW. ¼ SW. ¼	11	4	9		do	
NW. ¼ SW. ¼	14	4	9		Nov. 30, 1850	
SW. ¼ SW. ¼	14	4	9		do	
NW. ¼ SE. ¼	22	4	9			Dec. 13, 1851
SW. ¼ SE. ¼	22	4	9			Do.
NE. ¼ SW. ¼	22	4	9			Do.
NE. ¼ SW. ¼	23	4	9			Do.
SW. ¼ NW. ¼	23	4	9			Do.
NE. ¼ SW. ¼	23	4	9			Do.
NE. ¼ NE. ¼	25	4	9			June 7, 1852
NW. ¼ SE. ¼	25	4	9			Dec. 11, 1851
NE. ¼ NE. ¼	26	4	9			Feb. 19, 1852
NW. ¼ NE. ¼	26	4	9			Do.
NE. ¼ NE. ¼	32	4	9			Dec. 20, 1851
NW. ¼ NE. ¼	32	4	9			Do.
SE. ¼ NE. ¼	32	4	9			Do.
SW. ¼ NE. ¼	32	4	9			Do.
NE. ¼ SE. ¼	32	4	9			Do.
NW. ¼ SE. ¼	32	4	9			Do.
SE. ¼ NE. ¼	35	4	9			Oct. 23, 1856
SW. ¼ NE. ¼	35	4	9			Do.
SE. ¼ NW. ¼	35	4	9		Oct. 30, 1852	
SW. ¼ NW. ¼	35	4	9		do	
NE. ¼ NW. ¼	1	5	9		Nov. 20, 1851	
SW. ¼ NW. ¼	1	5	9		June 25, 1856	
SE. ¼ SE. ¼	1	5	9		Aug. 25, 1851	
SW. ¼ SE. ¼	1	5	9		do	
SE. ¼ SW. ¼	2	5	9			June 24, 1856
SW. ¼ SW. ¼	2	5	9			Do.
SE. ¼ NE. ¼	19	5	9			Dec. 1, 1851
SW. ¼ NE. ¼	19	5	9			Do.
SW. ¼ SW. ¼	20	6	9		July 25, 1855	
NW. ¼ NE. ¼	26	6	9		Oct. 6, 1855	
NE. ¼ NW. ¼	26	6	9		do	
NE. ¼ SE. ¼	26	6	9		Nov. 1, 1855	
NW. ¼ SE. ¼	26	6	9		do	
SE. ¼ SE. ¼	26	6	9		do	
SW. ¼ SE. ¼	26	6	9		do	
NE. ¼ SW. ¼	26	6	9		Nov. 2, 1855	
NW. ¼ SW. ¼	26	6	9		do	
SE. ¼ SW. ¼	26	6	9		do	
SW. ¼ SW. ¼	26	6	9		do	
NE. ¼ SE. ¼	27	6	9		Sept. 10, 1855	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 7—Continued.		N.	W.			
NW. ¼ SE. ¼	27	6	9		Sept. 10, 1855	
SW. ¼ SE. ¼	27	6	9		do	
SW. ¼ NE. ¼	35	6	9		Nov. 15, 1855	
NW. ¼ SE. ¼	35	6	9		do	
SW. ¼ SE. ¼	35	6	9		do	
SE. ¼ SW. ¼	35	6	9		do	
SE. ¼ SW. ¼	14	9	9		Feb. 5, 1857	
SW. ¼ SW. ¼	14	9	9		do	
SE. ¼ SE. ¼	3	1	10			May 4, 1852
SW. ¼ SE. ¼	3	1	10			Do.
SE. ¼ SW. ¼	3	1	10			Do.
SW. ¼ SW. ¼	3	1	10			Do.
NW. ¼ SE. ¼	4	1	10		Sept. 1, 1851	
SW. ¼ SE. ¼	4	1	10		do	
NE. ¼ NW. ¼	28	3	10			Mar. 1, 1851
NW. ¼ NW. ¼	28	3	10			Do.
SE. ¼ NW. ¼	28	3	10			Do.
SW. ¼ NW. ¼	28	3	10			Do.
NE. ¼ NE. ¼	29	3	10		Mar. 1, 1851	
NW. ¼ NE. ¼	29	3	10		do	
SE. ¼ NE. ¼	29	3	10		do	
SW. ¼ NE. ¼	29	3	10		do	
SW. ¼ SE. ¼	24	5	10		Dec. 27, 1855	
SE. ¼ SW. ¼	24	5	10		do	
SW. ¼ SW. ¼	24	5	10		do	
SE. ¼ SW. ¼	31	8	10			Dec. 4, 1850
NW. ¼ NW. ¼	5	10	10			Dec. 11, 1856
SE. ¼ NW. ¼	5	10	10			Sept. 1, 1856
SW. ¼ NW. ¼	5	10	10			Dec. 11, 1856
SE. ¼ NE. ¼	6	10	10		Dec. 31, 1855	
NE. ¼ NW. ¼	28	10	10			Nov. 17, 1856
NW. ¼ NW. ¼	28	10	10			Do.
SE. ¼ NW. ¼	28	10	10			Do.
NW. ¼ SW. ¼	28	10	10		Nov. 17, 1856	
NW. ¼ SW. ¼	8	1	11			Oct. 31, 1851
SE. ¼ SW. ¼	8	1	11			Dec. 21, 1851
NE. ¼ NW. ¼	17	1	11			Do.
NW. ¼ NW. ¼	17	1	11			Do.
NW. ¼ SE. ¼	17	1	11			Do.
NE. ¼ NE. ¼	2	2	11			Dec. 16, 1851
NE. ¼ SE. ¼	21	6	11			Dec. 22, 1852
SW. ¼ NE. ¼	8	7	11			June 27, 1856
NE. ¼ NW. ¼	29	8	11			Feb. 24, 1852
SE. ¼ NW. ¼	29	8	11			Do.
SE. ¼ NE. ¼	32	9	11		Feb. 3, 1852	
SE. ¼ SW. ¼	34	9	11		Dec. 20, 1851	
SW. ¼ SW. ¼	34	9	11		do	
NW. ¼ SW. ¼	35	10	11		Nov. 9, 1854	
SW. ¼ SW. ¼	35	10	11		do	
NE. ¼ NE. ¼	5	1	12		Dec. 7, 1854	
NW. ¼ NE. ¼	5	1	12		do	
NE. ¼ NE. ¼	19	8	12			Mar. 25, 1852
SE. ¼ NE. ¼	19	8	12			Do.
SW. ¼ SW. ¼	23	8	12			Dec. 8, 1856
NW. ¼ SW. ¼	32	8	12		July 11, 1856	
SE. ¼ SW. ¼	32	8	12		do	
SW. ¼ SW. ¼	32	8	12		do	
NW. ¼ NE. ¼	23	9	12		Feb. 13, 1854	
SW. ¼ NE. ¼	23	9	12		do	
NE. ¼ SE. ¼	34	10	12		Oct. 8, 1850	
NW. ¼ SE. ¼	34	10	12		do	
NW. ¼ NW. ¼	20	2	13			Mar. 2, 1852
SE. ¼ SE. ¼	13	3	13			July 31, 1852
SE. ¼ SW. ¼	20	6	13			Dec. 11, 1851
NW. ¼ NW. ¼	26	6	13			Sept. 30, 1851
NW. ¼ SW. ¼	26	6	13			Do.
NE. ¼ SW. ¼	2	10	13			Apr. 14, 1851
SE. ¼ SW. ¼	2	10	13			Do.
NW. ¼ SW. ¼	2	10	13			Do.
NE. ¼ NW. ¼	9	10	13			Nov. 16, 1850
SW. ¼ SE. ¼	15	10	13		July 16, 1851	
NE. ¼ SE. ¼	25	3	14			Dec. 21, 1851
SE. ¼ SE. ¼	22	5	14		Nov. 3, 1856	
SW. ¼ NW. ¼	29	5	14		Dec. 30, 1854	
SE. ¼ NE. ¼	30	5	14		do	
SE. ¼ SE. ¼	33	6	14			Oct. 3 1851
W. ½ lot 2 NW. ¼	3	7	14			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 7—Continued.		N.	W.			
NW. ¼ SE. ¼	12	7	14		Sept. 17, 1855	
SW. ¼ SE. ¼	12	7	14		do	
SW. ¼ SW. ¼	26	7	14		Dec. 30, 1854	
NW. ¼ SE. ¼	36	7	14		June 2, 1856	
SE. ¼ SE. ¼	36	7	14		do	
NW. ¼ NW. ¼	1	8	14		July 11, 1856	
SW. ¼ NW. ¼	1	8	14		do	
NW. ¼ SW. ¼	1	8	14		do	
SW. ¼ SW. ¼	1	8	14		do	
NE. ¼ NE. ¼	2	8	14		do	
NW. ¼ NE. ¼	2	8	14		do	
SE. ¼ NE. ¼	2	8	14		do	
SW. ¼ NE. ¼	2	8	14		do	
NE. ¼ NW. ¼	2	8	14		do	
NE. ¼ SE. ¼	2	8	14		do	
SE. ¼ SE. ¼	2	8	14		do	
NW. ¼ SE. ¼	14	8	14			Jan. 29, 1857
NE. ¼ SW. ¼	14	8	14			Do.
NW. ¼ SW. ¼	14	8	14			Do.
NE. ¼ SE. ¼	23	8	14		Jan. 24, 1856	
NW. ¼ SE. ¼	23	8	14		do	
NE. ¼ SW. ¼	23	8	14		Feb. 8, 1851	
SE. ¼ SW. ¼	23	8	14		do	
SW. ¼ SW. ¼	23	8	14		do	
NE. ¼ SW. ¼	24	8	14		Jan. 24, 1856	
NW. ¼ SW. ¼	24	8	14		do	
NE. ¼ NW. ¼	26	8	14		do	
NE. ¼ NE. ¼	24	10	14		do	
NE. ¼ SE. ¼	14	4	8			Oct. 19, 1852
SE. ¼ SW. ¼	36	6	8		Apr. 3, 1856	
SE. ¼ SW. ¼	14	10	8			Dec. 15, 1852
S. ½ SW. ¼	18	10	8			Feb. 16, 1852
W. ½ NE. ¼	25	4	8			Nov. 2, 1856
NE. ¼ SE. ¼	30	4	8		Jan. 30, 1852	
S. ½ SE. ¼	7	7	7			Feb. 23, 1857
NE. ¼ SE. ¼	7	7	7			Sept. 20, 1856
NE. ¼ NW. ¼	27	7	8			Sept. 30, 1851
SE. ¼ SW. ¼	14	10	8			Dec. 15, 1852
SE. ¼ SE. ¼	4	2	9			Dec. 30, 1851
SE. ¼ NE. ¼	19	10	10			Sept. 15, 1856
NE. ¼ SE. ¼	19	10	10			Do.
NW. ¼ SW. ¼	20	10	10			Nov. 4, 1856
SW. ¼ NW. ¼	28	10	10			Dec. 2, 1854
NW. ¼ NE. ¼	15	1	11			Aug. 7, 1853
NE. ¼ NE. ¼	10	9	11		Mar. 14, 1854	
NE. ¼ SW. ¼	32	8	12		Jan. 11, 1856	
NE. ¼ SE. ¼	10	8	13			Feb. 9, 1857
NE. ¼ NW. ¼	13	8	13			Do.
NW. ¼ NW. ¼	12	8	14		Jan. 11. 1856	
NE. ¼ NE. ¼	24	10	14		Jan. 24, 1856	
SE. ¼ NE. ¼	24	10	14		Nov. 22, 1850	
*Volume 8.**		S.	W.			
W. ½ lot 2 NW. ¼	1	2	15			July 26, 1852
NE. ¼ SW. ¼	4	2	15			Sept. 8, 1851
SE. ¼ SW. ¼	4	2	15			Do.
SE. ¼ NW. ¼	13	6	15		Nov. 12, 1856	
NW. ¼ SE. ¼	13	6	15		do	
SE. ¼ NE. ¼	27	16	15			Dec. 15, 1855
NE. ¼ NE. ¼	35	10	15			Jan. 15, 1851
NE. ¼ NW. ¼	35	10	15			Oct. 5, 1852
SW. ¼ SE. ¼	17	7	16		Feb. 23, 1855	
NE. ¼ NW. ¼	32	9	16		Jan. 27, 1855	
NW. ¼ NW. ¼	32	9	16		do	
SE. ¼ NW. ¼	32	9	16			Feb. 28, 1851
SW. ¼ NW. ¼	32	9	16		Jan. 27, 1855	
NE. ¼ SW. ¼	32	9	16			Do.
SE. ¼ SW. ¼	32	9	16		Dec. 30, 1854	
SW. ¼ SW. ¼	32	9	16			Do.
NW. ¼ NW. ¼	4	10	16		May 6, 1856	
SE. ¼ NW. ¼	4	10	16		do	
SW. ¼ NW. ¼	4	10	16		do	
NE. ¼ SW. ¼	4	10	16		do	
NW. ¼ SW. ¼	4	10	16		do	

*Subject to cash indemnity, 25 tracts, equal to about 1,000 acres; subject to land indemnity, 24 tracts, equal to about 960 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 8—Continued.		S.	W.			
SE. ¼ SW. ¼	4	10	16		May 6, 1856	
SW. ¼ SW. ¼	4	10	16		do	
NW. ¼ SE. ¼	30	10	16		Dec. 30, 1854	
SW. ¼ SE. ¼	30	10	16		do	
NW. ¼ NE. ¼	31	10	16		do	
SW. ¼ NE. ¼	31	10	16		do	
NE. ¼ NW. ¼	31	10	16		do	
SE. ¼ NW. ¼	31	10	16		do	
SE. ¼ SW. ¼	19	4	17			Oct. 16, 1850
SW. ¼ SE. ¼	21	4	17			Dec. 24, 1850
NE. ¼ NW. ¼	27	4	17			Jan. 15, 1852
NW. ¼ NW. ¼	27	4	17		Jan. 15, 1852	
SE. ¼ NW. ¼	27	4	17			Do.
NE. ¼ SW. ¼	27	4	17			Jan. 15, 1852
NW. ¼ SW. ¼	27	4	17		Jan. 27, 1852	
NW. ¼ NW. ¼	28	4	17		Nov. 20, 1850	
SW. ¼ NW. ¼	28	4	17		do	
NE. ¼ NW. ¼	28	4	17			Mar. 4, 1852
NW. ¼ NE. ¼	31	4	17		Apr. 27, 1852	
SW. ¼ SW. ¼	31	4	17			May 15, 1851
SW. ¼ NW. ¼	30	5	17			Nov. 15, 1852
SE. ¼ NE. ¼	15	6	17			Nov. 30, 1851
SW. ¼ SW. ¼	5	7	17			Nov. 8, 1850
NE. ¼ NE. ¼	19	9	17			Dec. 24, 1850
SE. ¼ NW. ¼	6	8	11			Sept. 16, 1856
SW. ¼ NE. ¼	20	19	18			July 19, 1856
*Volume 9.**		S.	W.			
NW. ¼ NW. ¼	14	11	6		Dec. 16, 1854	
SE. ¼ NW. ¼	18	11	6		Dec. 29, 1854	
SE. ¼ SE. ¼	22	11	6			Jan. 23, 1852
SW. ¼ SE. ¼	22	11	6			Do.
SE. ¼ SW. ¼	22	11	6			Do.
SW. ¼ SW. ¼	22	11	6			Do.
NW. ¼ NW. ¼	23	11	6			Mar. 4, 1851
SE. ¼ NE. ¼	25	11	6			Do.
SW. ¼ SW. ¼	25	11	6			Do.
NW. ¼ SW. ¼	25	11	6			Do.
SW. ¼ NW. ¼	25	11	6		Dec. 16, 1852	
SE. ¼ NW. ¼	29	11	6		July 18, 1856	
SW. ¼ NE. ¼	29	11	6		do	
NW. ¼ SE. ¼	29	11	6		do	
SE. ¼ SE. ¼	30	11	6			Jan. 23, 1852
SW. ¼ SE. ¼	30	11	6			Do.
NW. ¼ SE. ¼	30	11	6			Do.
SE. ¼ SW. ¼	30	11	6		Nov. 8, 1856	
SW. ¼ SW. ¼	30	11	6		do	
SE. ¼ NE. ¼	36	11	6		Dec. 5, 1851	
SW. ¼ NE. ¼	36	11	6		do	
NE. ¼ NW. ¼	36	11	6			Mar. 4, 1851
SE. ¼ NW. ¼	36	11	6			Do.
NW. ¼ SE. ¼	36	11	6		Dec. 5, 1851	
NE. ¼ SE. ¼	36	11	6		do	
NW. ¼ SW. ¼	36	11	6		Dec. 16, 1854	
Lot 12 NW. ¼	1	12	6			Oct. 15, 1853
Lot 13 NW. ¼	1	12	6		Mar. 4, 1851	
NE. ¼ SE. ¼	2	12	6			Mar. 4, 1851
NW. ¼ SE. ¼	2	12	6			Do.
NE. ¼ SW. ¼	2	12	6			Do.
NW. ¼ SW. ¼	2	12	6			Do.
NE. ¼ NE¼	9	12	6			Do.
SE. ¼ NE. ¼	9	12	6			Jan. 31, 1853
SW. ¼ NE. ¼	9	12	6			Do.
NE. ¼ NE. ¼	10	12	6			Mar. 4, 1851
NW. ¼ NE. ¼	10	12	6			Do.
NE. ¼ NW. ¼	10	12	6			Do.
NW. ¼ NW. ¼	10	12	6			Do.
NE. ¼ SW. ¼	27	12	6		Nov. 17, 1855	
SE. ¼ SW. ¼	27	12	6		July 25, 1856	
NE. ¼ SW. ¼	35	12	6		July 26, 1856	
SW. ¼ SE. ¼	35	12	6		June 10, 1856	
NE. ¼ SW. ¼	1	13	6		May 16, 1856	
NW. ¼ SW. ¼	1	13	6		do	
SE. ¼ SW. ¼	1	13	6		Sept. 8, 1855	

*Subject to cash indemnity, 420 tracts, equal to about 16,800 acres; subject to land indemnity, 86 tracts, equal to about 3,440 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 9—Continued.		S.	W.			
SW. ¼ SW. ¼	1	13	6		Sept. 8, 1855	
SE. ¼ SE. ¼	1	13	6		May 16, 1856	
SW. ¼ SE. ¼	1	13	6		do	
NE. ¼ SE. ¼	1	13	6		do	
NW. ¼ SE. ¼	1	13	6		do	
SE. ¼ NW. ¼	1	13	6		do	
SW. ¼ NW. ¼	1	13	6		do	
NE. ¼ NE. ¼	2	13	6		June 10, 1856	
NW. ¼ NE. ¼	2	13	6		do	
SE. ¼ NE. ¼	2	13	6		do	
SW. ¼ NE. ¼	2	13	6		do	
NE. ¼ SE. ¼	2	13	6		do	
NW. ¼ SE. ¼	2	13	6		do	
NE. ¼ NW. ¼	4	13	6		July 25, 1856	
SE. ¼ NW. ¼	4	13	6		Jan. 25, 1855	
NW. ¼ NE. ¼	4	13	6		July 25, 1856	
NE. ¼ NE. ¼	5	13	6		Jan. 25, 1855	
NE. ¼ NE. ¼	8	13	6		July 16, 1856	
NW. ¼ NE. ¼	8	13	6		do	
SE. ¼ SE. ¼	8	13	6		Jan. 8, 1855	
SE. ¼ SW. ¼	8	13	6		do	
NW. ¼ NW. ¼	9	13	6		July 16, 1856	
SW. ¼ NW. ¼	9	13	6		do	
SE. ¼ SW. ¼	9	13	6		Jan. 3, 1857	
SW. ¼ SW. ¼	9	13	6		do	
SE. ¼ NE. ¼	10	13	6		Sept. 27, 1855	
NE. ¼ SE. ¼	10	13	6		do	
NW. ¼ SE. ¼	10	13	6		do	
SE. ¼ SE. ¼	10	13	6		do	
SW. ¼ SE. ¼	10	13	6		do	
NE. ¼ NE. ¼	11	13	6		Sept. 7, 1855	
NW. ¼ NE. ¼	11	13	6		do	
SE. ¼ NE. ¼	11	13	6		do	
SW. ¼ NE. ¼	11	13	6		do	
NW. ¼ SW. ¼	11	13	6		Sept. 27, 1855	
NE. ¼ NW. ¼	12	13	6		Sept. 7, 1855	
NW. ¼ NW. ¼	12	13	6		do	
SE. ¼ NW. ¼	12	13	6		do	
SW. ¼ NW. ¼	12	13	6		do	
NW. ¼ NE. ¼	15	13	6		Sept. 27, 1855	
NE. ¼ NW. ¼	15	13	6		Nov. 1, 1855	
NW. ¼ NW. ¼	15	13	6		do	
NE. ¼ NE. ¼	23	13	6		Jan. 7, 1856	
NW. ¼ NE. ¼	23	13	6		do	
SE. ¼ NE. ¼	23	13	6		Nov. 25, 1856	
SW. ¼ NE. ¼	23	13	6		do	
NE. ¼ NW. ¼	23	13	6		Jan. 7, 1856	
NW. ¼ NW. ¼	23	13	6		do	
SE. ¼ NW. ¼	23	13	6		Nov. 25, 1856	
SW. ¼ NW. ¼	23	13	6		do	
NE. ¼ SE. ¼	23	13	6		do	
NW. ¼ SE. ¼	23	13	6		do	
SE. ¼ SE. ¼	23	13	6		do	
NE. ¼ SW. ¼	23	13	6		Sept. 17, 1855	
NW. ¼ SW. ¼	23	13	6		do	
SE. ¼ SW. ¼	23	13	6		do	
SW. ¼ SW. ¼	23	13	6		do	
NW. ¼ SE. ¼	24	13	6		Dec. 4, 1856	
NW. ¼ NE. ¼	24	13	6		Nov. 25, 1856	
SW. ¼ NE. ¼	24	13	6		do	
NE. ¼ NW. ¼	24	13	6		do	
NW. ¼ NW. ¼	24	13	6		do	
SE. ¼ NW. ¼	24	13	6		do	
SW. ¼ NW. ¼	24	13	6		do	
NE. ¼ SW. ¼	24	13	6		do	
NW. ¼ SW. ¼	24	13	6		do	
SE. ¼ NE. ¼	26	13	6		Jan. 5, 1855	
NE. ¼ SE. ¼	26	13	6		do	
SE. ¼ SE. ¼	26	13	6		Dec. 29, 1855	
NE. ¼ NW. ¼	26	13	6		June 20, 1856	
NW. ¼ NW. ¼	26	13	6		do	
SE. ¼ NW. ¼	26	13	6		do	
SW. ¼ NW. ¼	26	13	6		do	
NE. ¼ SW. ¼	26	13	6		do	
NW. ¼ SW. ¼	26	13	6		do	
SE. ¼ SW. ¼	26	13	6		do	
SW ¼ SW. ¼	26	13	6		do	

List of alleged swamp lands upon which cash and land indemity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 9—Continued.		S.	W.			
SE. ¼ NE. ¼	33	13	6		Jan. 24, 1855	
SW. ¼ NE. ¼	33	13	6		do	
SE. ¼ NW. ¼	33	13	6		Jan. 3, 1857	
SW. ¼ NW. ¼	33	13	6		do	
NE. ¼ SW. ¼	33	13	6		Dec. 22, 1855	
NW. ¼ SW. ¼	33	13	6		do	
NW. ¼ SE. ¼	34	13	6		Jan. 24, 1855	
SE. ¼ SE. ¼	34	13	6		do	
NE. ¼ NE. ¼	35	13	6		Dec. 29, 1855	
NW. ¼ NE. ¼	35	13	6		do	
SE. ¼ NE. ¼	35	13	6		do	
SW. ¼ NE. ¼	35	13	6		do	
SW. ¼ SE. ¼	35	13	6		do	
NE. ¼ SE. ¼	35	13	6		do	
SE. ¼ SW. ¼	35	13	6		do	
SW. ¼ SW. ¼	35	13	6		do	
SW. ¼ NE. ¼	2	14	6		Nov. 28, 1855	
NE. ¼ NW. ¼	2	14	6		Jan. 29, 1857	
SE. ¼ NW. ¼	2	14	6		do	
NE. ¼ SE. ¼	2	14	6		Dec. 14, 1855	
NW. ¼ SE. ¼	2	14	6		do	
SE. ¼ SE. ¼	2	14	6		do	
NE. ¼ NE. ¼	10	14	6		Dec. 26, 1856	
NW. ¼ NE. ¼	10	14	6		do	
NE. ¼ NW. ¼	10	14	6		do	
NE. ¼ NE. ¼	11	14	6		July 28, 1855	
SE. ¼ NE. ¼	11	14	6		do	
NE. ¼ NW. ¼	11	14	6		do	
NW. ¼ NW. ¼	11	14	6		do	
NW. ¼ SW. ¼	13	14	6		Feb. 26, 1857	
SE. ¼ NE. ¼	14	14	6		do	
NE. ¼ SE. ¼	14	14	6		do	
SE. ¼ SE. ¼	14	14	6		do	
SE. ¼ SW. ¼	14	14	6		Sept. 26, 1855	
SW. ¼ SW. ¼	14	14	6		do	
NE. ¼ NE. ¼	23	14	6		Sept. 22, 1855	
NW. ¼ NE. ¼	23	14	6		do	
SE. ¼ SE. ¼	2	15	6		Dec. 24, 1855	
SW. ¼ SE. ¼	2	15	6		do	
NW. ¼ SW. ¼	2	15	6		July 19, 1856	
SE. ¼ NE. ¼	3	15	6		Jan. 14, 1857	
SE. ¼ SE. ¼	3	15	6		July 19, 1856	
SW. ¼ SE. ¼	3	15	6		do	
SE. ¼ SW. ¼	3	15	6		do	
SW. ¼ SW. ¼	3	15	6		do	
NE. ¼ SE. ¼	4	15	6		Sept. 25, 1855	
NW. ¼ NE. ¼	13	15	6		Dec. 26, 1856	
SE. ¼ NE. ¼	13	15	6		do	
SW. ¼ NE. ¼	13	15	6		do	
NE. ¼ SE. ¼	13	15	6		Feb. 4, 1856	
NW. ¼ SE. ¼	13	15	6		do	
SE. ¼ SE. ¼	13	15	6		do	
SW. ¼ SE. ¼	13	15	6		do	
NE. ¼ NW. ¼	13	15	6		do	
NW. ¼ NW. ¼	13	15	6		do	
SE. ¼ NW. ¼	13	15	6		Dec. 26, 1856	
SW. ¼ NW. ¼	13	15	6		do	
NE. ¼ SW. ¼	13	15	6		Feb. 4, 1856	
NW. ¼ SW. ¼	13	15	6		do	
SE. ¼ NE. ¼	14	15	6		Jan. 15, 1856	
SW. ¼ NE. ¼	14	15	6		do	
SE. ¼ NW. ¼	14	15	6		do	
SW. ¼ NW. ¼	14	15	6		do	
NE. ¼ NW. ¼	15	15	6		July 19, 1856	
NW. ¼ NW. ¼	15	15	6		do	
SE. ¼ NW. ¼	15	15	6		Nov. 20, 1855	
SW. ¼ NW. ¼	15	15	6		do	
NW. ¼ SE. ¼	30	13	7		Dec. 13, 1855	
NW. ¼ SE. ¼	34	13	7		Nov. 25, 1856	
SW. ¼ SE. ¼	34	13	7		do	
SE. ¼ SW. ¼	3	14	7		Nov. 26, 1856	
NE. ¼ SW. ¼	3	14	7		do	
NE. ¼ SE. ¼	8	14	7		Dec. 29, 1856	
SE. ¼ SE. ¼	11	14	7		June 1, 1852	
SE. ¼ NW. ¼	21	14	7			Feb. 4, 1857
NE. ¼ SW. ¼	21	14	7			Do.
SE. ¼ SW. ¼	21	14	7		July 15, 1856	
SW. ¼ SW. ¼	26	14	7			Mar. 5, 1851

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 9—Continued.		S.	W.			
SE. ¼ SE. ¼	27	14	7		Mar. 5, 1851	
SE. ¼ SW. ¼	28	14	7		Nov. 27, 1851	
SW. ¼ SW. ¼	28	14	7		do	
SE. ¼ SE. ¼	29	14	7		do	
SW. ¼ SE. ¼	29	14	7			Sept. 5, 1851
NE. ¼ NE. ¼	4	15	7		Jan. 15, 1857	
NW. ¼ NE. ¼	4	15	7		do	
SE. ¼ NE. ¼	4	15	7		do	
SW. ¼ NE. ¼	4	15	7		do	
SW. ¼ NW. ¼	4	15	7		July 17, 1856	
NW. ¼ SE. ¼	4	15	7			July 19, 1851
SW. ¼ SE. ¼	4	15	7			Do.
NE. ¼ SW. ¼	4	15	7			Do.
NW. ¼ SW. ¼	4	15	7			Do.
NE. ¼ NE. ¼	5	15	7		July 17, 1856	
NW. ¼ NE. ¼	5	15	7		Jan. 15, 1857	
SE. ¼ NE. ¼	5	15	7		July 17, 1856	
SW. ¼ NE. ¼	5	15	7		Jan. 15, 1857	
NE. ¼ SE. ¼	5	15	7		do	
SE. ¼ SE. ¼	5	15	7		Mar. 3, 1851	
NE. ¼ NE. ¼	7	15	7		Dec. 15, 1856	
SE. ¼ NE. ¼	7	15	7		do	
SE. ¼ SW. ¼	7	15	7			Dec. 15, 1856
SE. ¼ NE. ¼	8	15	7		Feb. 11, 1857	
SW. ¼ NE. ¼	8	15	7		do	
SW. ¼ NW. ¼	8	15	7			June 2, 1857
NW. ¼ NW. ¼	9	15	7		Mar. 4, 1851	
SE. ¼ NW. ¼	9	15	7		Feb. 11, 1857	
SW. ¼ NW. ¼	9	15	7		do	
NE. ¼ NW. ¼	18	15	7		July 23, 1856	
NW. ¼ NW. ¼	18	15	7			Nov. 26, 1852
SW. ¼ SE. ¼	9	13	8		July 14, 1856	
SE. ¼ SW. ¼	9	13	8		do	
SW. ¼ SW. ¼	9	13	8		do	
SW. ¼ SW. ¼	10	13	8		do	
NE. ¼ NW. ¼	14	13	8		Nov. 5, 1856	
SE. ¼ NW. ¼	14	13	8		Feb. 5, 1856	
NW. ¼ SW. ¼	14	13	8			Oct. 19, 1855
SW. ¼ SW. ¼	17	13	8		Jan. 6, 1857	
NW. ¼ NW. ¼	20	13	8		do	
SE. ¼ SW. ¼	24	13	8		Oct. 13, 1856	
SW. ¼ SW. ¼	24	13	8		do	
NE. ¼ NW. ¼	25	13	8		Nov. 3, 1856	
NW. ¼ NE. ¼	25	13	8			Dec. 8, 1856
SE. ¼ SE. ¼	27	13	8		Oct. 24, 1850	
SE. ¼ SE. ¼	34	13	8		July 14, 1856	
SW. ¼ SE. ¼	25	14	8		July 15, 1856	
SE. ¼ NW. ¼	26	14	8		Feb. 2, 1857	
SW. ¼ NW. ¼	26	14	8		do	
NE. ¼ SW. ¼	36	14	8			July 23, 1851
SE. ¼ SW. ¼	36	14	8		July 16, 1856	
SW. ¼ SW. ¼	36	14	8			Do.
SE. ¼ NE. ¼	36	14	8		July 16, 1856	
SW. ¼ NE. ¼	36	14	8		do	
NW. ¼ NW. ¼	36	14	8		do	
SW. ¼ NW. ¼	36	14	8		do	
SE. ¼ NW. ¼	36	14	8		do	
NE. ¼ NE. ¼	13	15	8			Nov. 26, 1852
NW. ¼ NE. ¼	13	15	8			Do.
NW. ¼ SE. ¼	13	15	8		Aug. 18, 1855	
NE. ¼ SW. ¼	13	15	8		do	
NW. ¼ NE. ¼	14	15	8		Jan. 7, 1857	
SW. ¼ NE. ¼	14	15	8		do	
SE. ¼ SE. ¼	6	18	8			Apr. 1, 1851
SW. ¼ SE. ¼	6	18	8			Do.
SE. ¼ SW. ¼	6	18	8			Do.
NE. ¼ SE. ¼	8	18	8			Do.
SW. ¼ NE. ¼	6	11	9		Oct. 20, 1854	
NE. ¼ NE. ¼	9	11	9		Jan. 23, 1855	
NE. ¼ SW. ¼	15	11	9		July 17, 1856	
SE. ¼ SW. ¼	15	11	9		do	
NW. ¼ SE. ¼	15	11	9		Nov. 14, 1855	
NW. ¼ SE. ¼	26	11	9		Aug. 16, 1855	
NE. ¼ SE. ¼	26	11	9		Nov. 22, 1854	
NE. ¼ SW. ¼	35	11	9		Nov. 26, 1856	
NE. ¼ NW. ¼	35	11	9		Feb. 14, 1855	
NW. ¼ NW. ¼	35	11	9		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 9—Continued.		S.	W.			
SW. ¼ NW. ¼	35	11	9		Feb. 14, 1855	
SW. ¼ SE. ¼	4	12	9		Jan. 29, 1857	
NW. ¼ NE. ¼	9	12	9		do	
SE. ¼ NE. ¼	9	12	9		Sept. 26, 1855	
SW. ¼ NW. ¼	10	12	9		do	
NE. ¼ NE. ¼	9	13	9			Sept. 10, 1852
NW. ¼ SE. ¼	26	13	9		Feb. 18, 1856	
SE. ¼ NE. ¼	35	13	9		Nov. 7, 1855	
SW. ¼ NW. ¼	36	13	9		do	
NW. ¼ SE. ¼	1	14	9		Dec. 13, 1856	
NW. ¼ SE. ¼	12	14	9		Oct. 21, 1856	
NE. ¼ SE. ¼	14	14	9		July 24, 1856	
SE. ¼ NW. ¼	15	14	9		Dec. 6, 1853	
SW. ¼ SE. ¼	24	14	9		Jan. 27, 1857	
SE. ¼ SW. ¼	33	14	9		Feb. 22, 1855	
NE. ¼ SW. ¼	33	14	9		Sept. 20, 1853	
SE. ¼ NW. ¼	2	15	9		Dec. 5, 1856	
NW. ¼ NW. ¼	11	15	9		Feb. 27, 1857	
NW. ¼ SE. ¼	17	15	9		July 26, 1856	
NW. ¼ NW. ¼	22	13	9		July 21, 1856	
SE. ¼ NW. ¼	22	15	9			Nov. 8, 1856
SW. ¼ NW. ¼	22	15	9			Do.
NW. ¼ SW. ¼	22	15	9			Do.
SW. ¼ SW. ¼	28	15	9		July 21, 1856	
NE. ¼ SW. ¼	5	16	9		Dec. 21, 1856	
NW. ¼ SW. ¼	5	16	9		do	
SW. ¼ SW. ¼	5	16	9		Dec. 31, 1855	
SE. ¼ SE. ¼	6	16	9		Oct. 22, 1851	
NE. ¼ SE. ¼	7	16	9		July 18, 1856	
NW. ¼ SE. ¼	7	16	9		do	
SE. ¼ SE. ¼	7	16	9		Oct. 6, 1856	
SW. ¼ SE. ¼	7	16	9		do	
SE. ¼ SE. ¼	14	16	9		Nov. 13, 1851	
NW. ¼ NE. ¼	22	16	9		Dec. 3, 1851	
NE. ¼ NW. ¼	11	17	9			Apr. 10, 1855
NW. ¼ NW. ¼	11	17	9			Do.
SW. ¼ NE. ¼	11	17	9			Mar. 5, 1851
NW. ¼ SE. ¼	11	17	9			Do.
SW. ¼ SE. ¼	11	17	9			Do.
SW. ¼ SE. ¼	25	17	9			Sept. 14, 1852
NE. ¼ SE. ¼	28	17	9			July 22, 1852
SE. ¼ SE. ¼	28	17	9			Do.
NE. ¼ SE. ¼	32	17	9		July 29, 1856	
NW. ¼ NE. ¼	33	17	9		do	
SW. ¼ NE. ¼	33	17	9		Jan. 2, 1855	
SE. ¼ NE. ¼	33	17	9		Apr. 30, 1856	
SW. ¼ NW. ¼	34	17	9		do	
SE. ¼ NW. ¼	34	17	9		May 28, 1855	
NE. ¼ SW. ¼	34	17	9		Jan. 2, 1855	
NW. ¼ SW. ¼	34	17	9		do	
NE. ¼ SE. ¼	36	17	9			Sept. 14, 1852
NE. ¼ SE. ¼	1	18	9		Feb. 27, 1857	
NW. ¼ SE. ¼	1	18	9		do	
NW. ¼ NW. ¼	2	18	9		Dec. 4, 1855	
SW. ¼ NW. ¼	2	18	9		do	
SE. ¼ NE. ¼	9	18	9		Nov. 10, 1854	
SW. ¼ NE. ¼	9	18	9		do	
NE. ¼ SE. ¼	9	18	9		do	
NW. ¼ SE. ¼	9	18	9		do	
NE. ¼ SW. ¼	10	18	9		Dec. 4, 1855	
NW. ¼ SW. ¼	10	18	9		do	
SE. ¼ NE. ¼	10	18	9		Aug. 7, 1856	
NW. ¼ SW. ¼	29	18	9		Mar. 11, 1851	
SW. ¼ SW. ¼	29	18	9		do	
NE. ¼ SE. ¼	9	19	9			May 18, 1852
NE. ¼ SE. ¼	10	19	9			Feb. 15, 1853
NW. ¼ SE. ¼	10	19	9			Do.
SE. ¼ NW. ¼	27	11	10			Dec. 10, 1851
SW. ¼ NW. ¼	27	11	10			Do.
NW. ¼ SE. ¼	29	11	10		Oct. 28, 1854	
NE. ¼ SW. ¼	33	11	10		Aug. 20, 1855	
SW. ¼ SW. ¼	27	13	10		Nov. 13, 1856	
NW. ¼ SE. ¼	29	13	10		Oct. 23, 1854	
SW. ¼ SW. ¼	36	13	10		Nov. 9, 1853	
SW. ¼ SE. ¼	6	14	10		Oct. 27, 1854	
NW. ¼ NE. ¼	7	14	10		do	
NW. ½ SW. ¼	9	14	10			Aug. 19, 1856

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 9—Continued.		S.	W.			
E. ½ NW. ¼	27	14	10		May 30, 1853	
NW. ¼ SW. ¼	13	18	10		Aug. 19, 1851	
NW. ¼ NE. ¼	14	18	10		Apr. 4, 1851	
SW. ¼ NE. ¼	14	18	10		do	
SW. ¼ SE. ¼	28	12	11		Oct. 26, 1854	
NW. ¼ SE. ¼	28	12	11		Sept. 7, 1853	
SE. ¼ NE. ¼	28	12	11		Nov. 18, 1854	
NW. ¼ SE. ¼	33	12	11		Jan. 13, 1855	
SE. ¼ SE. ¼	15	13	11		Jan. 3, 1857	
SE. ¼ NE. ¼	21	13	11		do	
NE. ¼ NE. ¼	21	13	11		do	
NW. ¼ NE. ¼	21	13	11		do	
NW. ¼ SW. ¼	27	13	11		Oct. 25, 1856	
SW. ¼ SW. ¼	27	13	11		do	
SW. ¼ SE. ¼	27	13	11		Oct 13, 1856	
SE. ¼ SE. ¼	31	13	11			June 21, 1852
NW. ¼ NE. ¼	34	13	11		Oct. 13, 1856	
SW. ¼ NE. ¼	34	13	11		do	
NE. ¼ SW. ¼	1	14	11		Oct. 17, 1853	
NE. ¼ NE. ¼	22	15	11			Aug. 18, 1852
SE. ¼ NE. ¼	22	15	11			Do.
SE. ¼ NW. ¼	23	15	11		Mar. 2, 1857	
SW. ¼ NW. ¼	26	15	11		Feb. 9, 1857	
NE. ¼ SW. ¼	27	15	11		Mar. 31, 1851	
SE. ¼ SW. ¼	30	15	11		Nov. 13, 1856	
SE. ¼ SE. ¼	31	15	11		July 14, 1851	
NW. ¼ NE. ¼	36	15	11		Feb. 9, 1857	
SW. ¼ NE. ¼	36	15	11		do	
NE. ¼ SE. ¼	36	15	11		do	
SE. ¼ SE. ¼	36	15	11		do	
SW. ¼ SE. ¼	36	15	11		do	
SE. ¼ SE. ¼	5	16	11			Sept. 30, 1850
SW. ¼ SE. ¼	5	16	11			Do.
NW. ¼ NE. ¼	6	16	11		Jan. 5, 1857	
SW. ¼ NE. ¼	6	16	11		July 12, 1856	
NE. ¼ NE. ¼	8	16	11			Do.
NE. ¼ SE. ¼	17	18	11		July 5, 1855	
SW. ¼ SE. ¼	17	18	11		do	
SE. ¼ SE. ¼	17	18	11		do	
SE. ¼ SE. ¼	32	18	11		Jan. 7, 1856	
NE. ¼ NW. ¼	35	19	11		Oct. 25, 1856	
SE. ¼ NW. ¼	35	19	11			Oct. 11, 1856
NW. ¼ SW. ¼	35	19	11		Nov. 19, 1856	
NE. ¼ SW. ¼	35	19	11			Do.
SE. ¼ NW. ¼	11	11	12		July 16, 1855	
SE. ¼ SW. ¼	26	11	12		Feb. 16, 1857	
NE. ¼ SW. ¼	26	11	12		do	
SE. ¼ SE. ¼	6	12	12		Nov. 6, 1854	
SE. ¼ SE. ¼	8	12	12		do	
SE. ¼ SE. ¼	17	12	12		Feb. 5, 1857	
SW. ¼ SE. ¼	17	12	12		do	
NE. ¼ SW. ¼	17	12	12		do	
SE. ¼ SW. ¼	17	12	12		do	
W. fr. ½ NE. ¼	18	12	12		do	
SE. ¼ NE. ¼	18	12	12		do	
NE. ¼ SE. ¼	21	12	12		Feb. 4, 1857	
NE. ¼ SE. ¼	24	12	12		Mar. 24, 1851	
SE. ¼ SE. ¼	24	12	12		do	
SW. ¼ SE. ¼	24	12	12		Nov. 18, 1854	
NW. ¼ NE. ¼	26	12	12		Oct. 31, 1854	
NE. ¼ SW. ¼	9	13	12		Jan. 27, 1857	
SE. ¼ SW. ¼	9	13	12		do	
SW. ¼ SW. ¼	34	13	12		Jan. 21, 1856	
SW. ¼ NE. ¼	5	14	12		July 30, 1856	
SE. ¼ SW. ¼	28	15	12		Feb. 19, 1856	
SE. ¼ SW. ¼	30	15	12		Jan. 28, 1857	
SW. ¼ SE. ¼	32	15	12		Jan. 27, 1857	
SW. ¼ NE. ¼	36	15	12		Sept. 8, 1851	
SW. ¼ SE. ¼	21	16	12			Mar. 4, 1851
NE. ¼ NW. ¼	6	17	12		Jan. 17, 1857	
NW. ¼ NW. ¼	6	17	12		do	
SW. ¼ NW. ¼	6	17	12		do	
NW. ¼ NW. ¼	11	17	12		Oct. 31, 1854	
SE. ¼ NW. ¼	18	17	12			Mar. 6, 1854
NE. ¼ SE. ¼	18	17	12		Nov. 24, 1853	
NW. ¼ SE. ¼	18	17	12		Jan. 17, 1857	
SE. ¼ NE. ¼	21	17	12		Dec. 20, 1856	

***List of** alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas*—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 9—Continued.		S.	W.			
SW. ¼ NE. ¼	21	17	12		Dec. 20, 1856	
SE. ¼ NW. ¼	22	17	12		Dec. 29, 1856	
SE. ¼ SW. ¼	22	17	12		do	
NW. ¼ NE. ¼	19	18	12		Nov. 26, 1856	
NW. ¼ NE. ¼	33	18	12		Dec. 28, 1855	
SE. ¼ NE. ¼	35	18	12		Nov. 13, 1855	
SW. ¼ NE. ¼	35	18	12		do	
NE. ¼ SE. ¼	35	18	12		Oct. 29, 1856	
SE. ¼ SE. ¼	35	18	12		do	
NW. ¼ SE. ¼	35	18	12		do	
SW. ¼ SE. ¼	35	18	12		do	
NE. ¼ SW. ¼	35	18	12			Nov. 7, 1855
SE. ¼ SW. ¼	35	18	12		Nov. 13, 1855	
NE. ¼ SE. ¼	36	18	12		Nov. 5, 1856	
NW. ¼ SE. ¼	36	18	12		do	
SE. ¼ SE. ¼	36	18	12		do	
NW. ¼ NE. ¼	2	19	12		Nov. 17, 1855	
SE. ¼ NW. ¼	28	11	13			Nov. 26, 1856
NW. ¼ SE. ¼	29	11	13		Feb. 25, 1856	
NW. ¼ NW. ¼	17	12	13			Mar. 8, 1851
SE. ¼ NW. ¼	17	12	13			Do.
SE. ¼ NE. ¼	18	12	13			Do.
SE. ¼ NE. ¼	2	15	6		July 28, 1856	
NE. ¼ SE. ¼	2	15	6		Dec. 24, 1855	
NW. ¼ SE. ¼	2	15	6		Aug. 23, 1856	
NW. ¼ NW. ¼	8	15	7		Dec. 16, 1856	
NW. ¼ SW. ¼	9	15	7		Feb. 11, 1857	
NW. ¼ SW. ¼	10	15	7		Jan. 14, 1857	
W. ½ NE. ¼	14	13	8		Jan. 5, 1856	
SE. ¼ NE. ¼	14	13	8		do	
SE. ¼ SE. ¼	34	13	8		July 14, 1856	
NW. ¼ SE. ¼	21	14	8		July 15, 1856	
NE. ¼ SE. ¼	35	14	8		July 16, 1856	
NW. ¼ SE. ¼	35	14	8		do	
SE. ¼ SE. ¼	35	14	8		do	
SW. ¼ SE. ¼	35	14	8		do	
SW. ¼ SE. ¼	36	14	8		do	
NW. ¼ SE. ¼	36	14	8			July 23, 1851
NW. ¼ SE. ¼	6	15	8		Aug. 18, 1855	
NE. ¼ SW. ¼	6	15	8		do	
SE. ¼ NW. ¼	6	15	8		do	
NW. ¼ NW. ¼	14	15	8		Aug. 22, 1856	
NW. ¼ SE. ¼	14	15	8		Jan. 7, 1857	
NW. ¼ SE. ¼	35	11	9		Aug. 16, 1855	
NE. ¼ SW. ¼	10	12	9			July 21, 1856
NW. ¼ SW. ¼	10	12	9			Do.
SE. ¼ SW. ¼	21	12	9		Jan. 23, 1857	
NW. ¼ NE. ¼	26	13	9		July 14, 1856	
NW. ¼ SW. ¼	36	13	9		Nov. 8, 1855	
SW. ¼ NE. ¼	10	15	9		Nov. 17, 1856	
NW. ¼ SW. ¼	28	15	9		July 21, 1856	
E. ½ NE. ¼	7	16	9		Dec. 31, 1855	
NW. ¼ NW. ¼	8	16	9		do	
NW. ¼ SW. ¼	8	16	9		Oct. 22, 1856	
SE. ¼ SE. ¼	8	16	9		Oct. 12, 1850	
SE. ¼ SE. ¼	25	16	9			Sept. 14, 1852
NE. ¼ NE. ¼	36	16	9			Do.
NW. ¼ SW. ¼	27	17	9			July 12, 1852
NW. ¼ SE. ¼	10	18	9		Feb. 12, 1857	
SW. ¼ NE. ¼	29	13	10		Oct. 23, 1854	
NW. ¼ SE. ¼	4	15	10		Oct. 22, 1855	
NW. ¼ NW. ¼	9	15	10		July 16, 1856	
NE. ¼ SW. ¼	17	16	10		Jan. 17, 1857	
NW. ¼ SW. ¼	17	16	10		do	
NE. ¼ SW. ¼	30	16	10		do	
NE. ¼ NE. ¼	28	12	11		Aug. 4, 1853	
NE. ¼ NW. ¼	34	13	11		Oct. 13, 1856	
SW. ¼ NE. ¼	26	12	12		Oct. 1, 1854	
SW. ¼ NW. ¼	22	17	12		Dec. 29, 1856	
NE. ¼ SW. ¼	33	18	12		Nov. 7, 1853	
NE. ¼ NE. ¼	2	19	12			Feb. 27, 1857

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
*Volume 10.**		S.	W.			
SE. ¼ NE. ¼	21	13	13			Mar. 4, 1851
NE. ¼ SE. ¼	30	13	13		Mar. 3, 1851	
NE. ¼ NW. ¼	6	14	13		Dec. 23, 1854	
SW. ¼ NE. ¼	6	14	13		July 7, 1851	
SE. ¼ SE. ¼	9	14	13		Mar. 12, 1851	
SE. ¼ NW. ¼	15	14	13		Aug. 5, 1851	
NE. ¼ NE. ¼	15	14	13		Mar. 3, 185-	
SE. ¼ NE. ¼	21	14	13		Aug. 14, 1851	
NW. ¼ NE. ¼	22	14	13		Mar. 3, 1851	
SE. ¼ NE. ¼	22	14	13		Aug. 14, 1851	
SW. ¼ SE. ¼	24	14	13		Nov. 20, 1856	
SW. ¼ NE. ¼	28	14	13		Jan. 28, 1857	
SE. ¼ SE. ¼	5	15	13		Mar. 18, 1856	
SW. ¼ SE. ¼	15	15	13		Nov. 7, 1854	
NW. ¼ NW. ¼	18	15	13		July 26, 1851	
NE. ¼ NE. ¼	22	15	13			Oct. 31, 1854
NW. ¼ NE. ¼	22	15	13			Do.
NE. ¼ SE. ¼	7	16	13			July 8, 1851
NE. ¼ SW. ¼	6	17	13			Aug. 6, 1851
NW. ¼ NW. ¼	35	17	13		Feb. 6, 1856	
SE. ¼ NE. ¼	2	11	14		Dec. 22, 1853	
NE. ¼ SE. ¼	2	11	14		Dec. 22, 1853	
NE. ¼ SE. ¼	7	11	14		Sept. 7, 1855	
SE. ¼ SE. ¼	7	11	14		Sept. 7, 1855	
NE. ¼ SW. ¼	8	11	14		Dec. 3, 1855	
SE. ¼ SE. ¼	8	11	14			June 19, 1856
NE. ¼ SW. ¼	2	12	14			Sept. 29, 1856
SE. ¼ SE. ¼	5	13	14		Mar. 11, 1851	
NW. ¼ SW. ¼	9	13	14		Sept. 26, 1855	
SE. ¼ NW. ¼	9	13	14		Nov 7, 1853	
NW. ¼ SE. ¼	15	13	14			Mar. 13, 1852
SW. ¼ SW. ¼	22	13	14		Apr. 2, 1851	
NW. ¼ NW. ¼	23	13	14		.....do	
SE. ¼ SW. ¼	25	13	14			Oct. 24, 1850
SW. ¼ SE. ¼	1	14	14		July 7, 1851	
NE. ¼ NW. ¼	2	14	14		Oct. 22, 1850	
SE. ¼ NW. ¼	2	14	14		.....do	
SW. ¼ NW. ¼	2	14	14		Mar. 3, 1851	
NE. ¼ SW. ¼	2	14	14			Oct. 7, 1850
SE. ¼ NE. ¼	5	14	14		Mar. 30, 1851	
SW. ¼ NW. ¼	10	14	14		Mar. 3, 1851	
SW. ¼ SE. ¼	17	14	14		Nov. 23, 1855	
NE. ¼ SW. ¼	19	14	14		July 11, 1851	
NE. ¼ NW. ¼	20	14	14		Dec. 3, 1855	
NW. ¼ SE. ¼	22	14	14		Mar. 3, 1851	
SE. ¼ NE. ¼	28	14	14		July 24, 1856	
NE. ¼ SE. ¼	28	14	14		.....do	
SE. ¼ SE. ¼	29	14	14		Oct. 16, 1850	
SW. ¼ NE. ¼	29	14	14			Oct. 16, 1850
SW. ¼ SW. ¼	30	14	14			Feb. 5, 1855
SW. ¼ SW. ¼	34	14	14		Dec. 22, 1851	
NW. ¼ NW. ¼	19	15	14			May 19, 1852
SW. ¼ NW. ¼	19	15	14			Do.
SE. ¼ SE. ¼	9	16	14		Sept. 24. 1855	
SW. ¼ SE. ¼	9	16	14		.....do	
SE. ¼ NW. ¼	15	16	14		Jan. 13, 1857	
SW. ¼ NW. ¼	15	16	14		.....do	
NE. ¼ NW. ¼	24	16	14			Nov. 29, 1851
NW. ¼ NW. ¼	24	16	14			Do.
SW. ¼ SW. ¼	14	18	14		Mar. 4, 1856	
NE. ¼ SE. ¼	21	18	14		Oct. 21, 1856	
NW. ¼ NE. ¼	31	18	14		Oct. 31, 1855	
SW. ¼ NE. ¼	31	18	14		.....do	
SE. ¼ NE. ¼	31	18	14		.....do	
NE. ¼ NW. ¼	31	18	14		Oct. 13, 1855	
SE. ¼ NW. ¼	31	18	14		.....do	
NW. ¼ NW. ¼	31	18	14		.....do	
SW. ¼ NW. ¼	31	18	14		.....do	
NE. ¼ SW. ¼	31	18	14		Oct. 11, 1855	
NW. ¼ SW. ¼	31	18	14		.....do	
SE. ¼ SW. ¼	31	18	14		.....do	
SW. ¼ SW. ¼	31	18	14		.....do	

*Subject to cash indemnity, 496 tracts, equal to 19,840 acres; subject to land indemnity, 109 tracts, equal to 4,360 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 10—Continued.		S.	W.			
NE. ¼ SE. ¼	31	18	14		Oct. 31, 1855	
NE. ¼ NW. ¼	32	18	14		do	
SE. ¼ NW. ¼	32	18	14		do	
SW. ¼ NW. ¼	32	18	14		do	
NW. ¼ NE. ¼	17	19	14		Oct. 11, 1855	
SW. ¼ NE. ¼	17	19	14		do	
SW. ¼ SW. ¼	17	19	14		Nov. 1, 1854	
NE. ¼ SW. ¼	17	19	14		Oct. 11, 1855	
SE. ¼ NW. ¼	17	19	14		do	
SE. ¼ SE. ¼	5	11	15		Aug. 29, 1855	
SW. ¼ SE. ¼	5	11	15		do	
NW. ¼ NW. ¼	5	11	15		Apr. 29, 1856	
SW. ¼ NW. ¼	5	11	15		do	
NE. ¼ NW. ¼	31	11	15		Sept. 2, 1856	
SE. ¼ SW. ¼	2	12	15			Oct. 22, 1850
SW. ¼ SE. ¼	10	11	15		Mar. 20, 1856	
NE. ¼ SW. ¼	15	12	15			Sept. 16, 1856
NE. ¼ SW. ¼	21	12	15		Nov. 21, 1856	
SE. ¼ NW. ¼	27	12	15		Dec. 11, 1856	
NW. ¼ SE. ¼	27	12	15		do	
SE. ¼ SW. ¼	27	12	15		Oct. 29, 1855	
NW. ¼ SW. ¼	27	12	15		Mar. 24, 1855	
SW. ¼ SW. ¼	27	12	15		do	
SE. ¼ NE. ¼	28	12	15		Sept. 22, 1851	
SW. ¼ NE. ¼	31	12	15		Nov. 25, 1853	
NW. ¼ SW. ¼	36	12	15		Dec. 8, 1851	
NE. ¼ NE. ¼	2	13	15		Feb. 5, 1857	
NW. ¼ NE. ¼	2	13	15		do	
NW. ¼ SE. ¼	4	13	15		Dec. 11, 1856	
SE. ¼ SE. ¼	4	13	15		Nov. 7, 1855	
NE. ¼ SE. ¼	5	13	15		do	
NE. ¼ SW. ¼	7	13	15		June 25, 1856	
SE. ¼ SE. ¼	10	13	15		Oct. 9, 1856	
NE. ¼ NE. ¼	11	13	15		Nov. 7, 1855	
NE. ¼ SE. ¼	15	13	15			Oct. 6, 1856
NW. ¼ NW. ¼	23	13	15			Aug. 28, 1856
SW. ¼ NW. ¼	23	13	15			Do.
SE. ¼ SE. ¼	25	13	15			Apr. 9, 1851
SW. ¼ SE. ¼	25	13	15			Do.
NE. ¼ SW. ¼	29	13	15			Sept. 11, 1856
SE. ¼ SW. ¼	29	13	15			Do.
SW. ¼ SW. ¼	29	13	15			Aug. 25, 1853
NE. ¼ NW. ¼	32	13	15		Sept. 26, 1856	
NW. ¼ SW. ¼	15	14	15		Jan. 2, 1855	
SW. ¼ SW. ¼	15	14	15		do	
SW. ¼ NE. ¼	19	14	15		Feb. 9, 1857	
NE. ¼ SE. ¼	19	14	15		Dec. 20, 1855	
SE. ¼ SE. ¼	28	14	15		Dec. 3, 1856	
NW. ¼ SW. ¼	34	14	15		Nov. 26, 1856	
SW. ¼ SW. ¼	34	14	15		June 6, 1857	
NW. ¼ SE. ¼	34	14	15			Nov. 26, 1856
SW. ¼ SE. ¼	34	14	15			Do.
SE. ¼ NW. ¼	34	14	15		Dec. 20, 1855	
NW. ¼ NW. ¼	36	14	15		July 30, 1856	
NW. ¼ SE. ¼	34	15	15			Sept. 23, 1851
SW. ¼ SE. ¼	34	15	15			Do.
SE. ¼ SW. ¼	34	15	15		Sept. 23, 1851	
NE. ¼ SE. ¼	5	16	15		Aug. 13, 1851	
SW. ¼ SE. ¼	5	17	15		Feb. 6, 1857	
SE. ¼ NW. ¼	9	17	15		Dec. 26, 1854	
NW. ¼ NE. ¼	10	17	15		Feb. 19, 1857	
SW. ¼ NE. ¼	10	17	15		do	
SW. ¼ NW. ¼	17	17	15		Feb. 25, 1857	
SE. ¼ NE. ¼	18	17	15		do	
SW. ¼ NE. ¼	5	18	15		Sept. 26, 1855	
NE. ¼ NW. ¼	5	18	15		Jan. 10, 1857	
NW. ¼ NW. ¼	5	18	15		do	
SE. ¼ NW. ¼	5	18	15		do	
NE. ¼ NW. ¼	28	18	15			July 22, 1852
SW. ¼ SW. ¼	17	19	15		July 19, 1856	
NW. ¼ NW. ¼	20	18	15		do	
NE. ¼ NW. ¼	25	11	16		Nov. 26, 1856	
SE. ¼ NE. ¼	26	11	16		Feb. 12, 1853	
SW. ¼ SW. ¼	30	11	16			Jan. 12, 1852
SE. ¼ SE. ¼	31	11	16			July 8, 1851
SW. ¼ NE. ¼	17	12	16			July 1, 1856
SE. ¼ NW. ¼	17	12	16			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 10—Continued.		S.	W.			
SW. ¼ SW. ¼	17	12	16		Jan. 5, 1855	
NE. ¼ SW. ¼	17	12	16			July 1, 1856
NW. ¼ SW. ¼	17	12	16		July 1, 1856	
SE. ¼ SE. ¼	18	12	16		July 17, 1856	
NW. ¼ NE. ¼	19	12	16		Dec. 4, 1854	
NW. ¼ NW. ¼	31	12	16		Dec. 5, 1854	
NW. ¼ SW. ¼	31	12	16		Oct. 9, 1855	
NE. ¼ SW. ¼	10	13	16		July 15, 1856	
NE. ¼ SW. ¼	30	13	16		Oct. 6, 1851	
NW. ¼ SW. ¼	30	13	16		do	
SE. ¼ SE. ¼	30	13	16		Aug. 9, 1851	
SW. ¼ SE. ¼	30	13	16		do	
NE. ¼ NW ¼	31	13	16		Oct. 6, 1851	
NE. ¼ NW. ¼	32	13	16		Aug. 9, 1851	
NW. ¼ NW. ¼	32	13	16		do	
NE. ¼ SW. ¼	8	14	16			Oct. 16, 1850
NW. ¼ SW. ¼	8	14	16			Do.
SE. ¼ NE. ¼	22	16	16		Jan. 26, 1853	
SE. ¼ SE. ¼	35	16	16		Feb. 12, 1852	
NW. ¼ SW. ¼	6	17	16		Dec. 18, 1852	
SW. ¼ SW. ¼	6	17	16		Aug. 4, 1853	
NW. ¼ NE. ¼	8	18	16		Nov. 3, 1856	
SW. ¼ NE. ¼	8	18	16		do	
SW. ¼ SE. ¼	8	18	16		Oct. 21, 1856	
NE. ¼ NW. ¼	22	18	16		Oct. 10, 1856	
NE. ¼ SW. ¼	22	18	16		Oct. 29, 1856	
SE. ¼ SW. ¼	22	18	16		do	
NW. ¼ SE. ¼	22	18	16		do	
SE. ¼ SW. ¼	25	18	16		Feb. 21, 1857	
SW. ¼ SE. ¼	25	18	16		do	
SE. ¼ NE. ¼	27	18	16		Nov. 6, 1856	
SW. ¼ NE. ¼	27	18	16		do	
SE. ¼ SW. ¼	36	18	16		Mar. 3, 1857	
SW. ¼ NW. ¼	1	19	16		Sept. 11, 1856	
SE. ¼ NW. ¼	12	19	16		Mar. 11, 1856	
SW. ¼ NW. ¼	12	19	16		do	
SE. ¼ SW. ¼	35	19	16		Jan. 26, 1856	
SW. ¼ SE. ¼	35	19	16			Jan. 26, 1857
NE. ¼ SW. ¼	6	11	17		Sept. 10, 1851	
NW. ¼ SW. ¼	6	11	17		do	
SE. ¼ SW. ¼	6	11	17		do	
SW. ¼ SW. ¼	6	11	17		do	
NW. frl. ¼	7	11	17			Aug. 28, 1851
NE. ¼ SE. ¼	15	11	17		Sept. 15, 1851	
SE. ¼ SE. ¼	15	11	17		do	
NE. ¼ NE. ¼	19	11	17			Oct. 12, 1852
SE. ¼ SE. ¼	25	11	17			Jan. 12, 1852
NE. ¼ SW. ¼	26	11	17		Sept. 15, 1851	
SE. ¼ SW. ¼	26	11	17		do	
SE. ¼ SE. ¼	35	11	17		Sept. 29, 1851	
SW. ¼ SE. ¼	35	11	17			Do.
SW. ¼ NE. ¼	36	11	17		Sept. 29, 1851	
NE. ¼ SW. ¼	36	11	17		do	
SW. ¼ SW. ¼	36	11	17			Do.
NW. ¼ NE. ¼	2	12	17		Oct. 28, 1850	
NW. ¼ NW. ¼	25	12	17		July 9, 1851	
NE. ¼ SE. ¼	25	12	17			Sept. 20, 1852
SE. ¼ SE. ¼	25	12	17			Do.
SE. ¼ SW. ¼	9	13	17		Dec. 12, 1855	
SW. ¼ SW. ¼	9	13	17		do	
SE. ¼ NE. ¼	25	13	17		Oct. 6, 1851	
SE. ¼ SW. ¼	29	13	17			Aug. 20, 1851
SW. ¼ SW. ¼	29	13	17			Do.
SE. ¼ NE. ¼	34	13	17		Oct. 10, 1855	
SE. ¼ SW. ¼	35	13	17			July 30, 1852
SW. ¼ SW. ¼	35	13	17			Do.
SW. ¼ SE. ¼	35	13	17			Do.
SW. ¼ NW. ¼	35	13	17		Oct. 10, 1855	
SE. ¼ NE. ¼	35	13	17			July 23, 1856
SW. ¼ NW. ¼	2	14	17			Oct. 8, 1852
NE. ¼ NE. ¼	3	14	17		Oct. 6, 1851	
NW. ¼ NE. ¼	3	14	17		do	
SE. ¼ NE. ¼	3	14	17		Oct. 17, 1851	
NE. ¼ NW. ¼	3	14	17		Sept. 12, 1851	
NW. ¼ NW. ¼	3	14	17		do	
SE. ¼ NW. ¼	3	14	17		do	
SW. ¼ NW. ¼	3	14	17		do	

***List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas*—Continued.**

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 10—Continued.		S.	W.			
NE. ¼ SE. ¼	3	14	17		Sept. 12, 1851	
NE. ¼ SW. ¼	3	14	17		do	
NE. ¼ NW. ¼	5	14	17		Sept. 10, 1851	
NW. ¼ NW. ¼	5	14	17		do	
SE. ¼ NW. ¼	6	14	17		Sept. 15, 1851	
SW. ¼ NW. ¼	6	14	17		do	
NE. ¼ NE. ¼	11	14	17			Mar. 16, 1852
NE. ¼ SE. ¼	15	14	17		Sept. 29, 1851	
SW. ¼ SE. ¼	15	14	17		do	
SE. ¼ SW. ¼	15	14	17		Sept. 15, 1851	
SW. ¼ SW. ¼	15	14	17		do	
NE. ¼ NW. ¼	32	14	17		Sept. 29, 1851	
NW. ¼ NW. ¼	32	14	17		do	
NE. ¼ NW. ¼	8	15	17		Sept. 16, 1851	
SW. ¼ NW. ¼	25	15	17		Nov. 7, 1851	
SE. ¼ SW. ¼	9	16	17		July 10, 1856	
SW. ¼ SE. ¼	10	16	17		Apr. 22, 1852	
SE. ¼ SE. ¼	25	16	17			May 13, 1852
SE. ¼ SE. ¼	36	16	17			May 19, 1852
SE. ¼ NW. ¼	2	17	17		Aug. 27, 1855	
NE. ¼ NW. ¼	10	17	17		Feb. 8, 1856	
SE. ¼ NW. ¼	10	17	17		do	
NW. ¼ SE. ¼	32	17	17		Jan. 18, 1857	
SE. ¼ NW. ¼	35	17	17		May 2, 1856	
NW. ¼ SW. ¼	36	17	17		May 17, 1856	
NW. ¼ SE. ¼	36	17	17		Nov. 12, 1856	
SW. ¼ SE. ¼	36	17	17		do	
NE. ¼ NE. ¼	1	18	17		do	
NW. ¼ NE. ¼	1	18	17		do	
SE. ¼ NE. ¼	1	18	17		Nov. 24, 1856	
SW. ¼ NE. ¼	1	18	17		do	
NE. ¼ NW. ¼	1	18	17		Nov. 12, 1856	
NW. ¼ NW. ¼	1	18	17		do	
SE. ¼ NW. ¼	1	18	17		Nov. 24, 1856	
NE. ¼ SE. ¼	1	18	17		do	
SE. ¼ SE. ¼	1	18	17		do	
NE. ¼ SW. ¼	8	18	17		Jan. 15, 1857	
SE. ¼ NE. ¼	14	18	17		Nov. 28, 1856	
NE. ¼ SW. ¼	17	18	17		Jan. 28, 1857	
SE. ¼ NE. ¼	6	19	17			Mar. 4, 1851
NE. ¼ NE. ¼	6	19	17		Jan. 4, 1857	
NW. ¼ NE. ¼	6	19	17		do	
SW. ¼ NE. ¼	6	19	17		do	
NW. ¼ SE. ¼	6	19	17		do	
SW. ¼ SE. ¼	6	19	17		do	
Lot 4 SW. ¼	7	19	17		Dec. 29, 1856	
Lot 2 NW. ¼	31	19	17		Dec. 17, 1856	
NW. ¼ NE. ¼	34	19	17			Oct. 26, 1856
NE. ¼ NW. ¼	5	20	17			Dec. 9, 1850
NE. ¼ NE. ¼	1	11	18		Sept. 16, 1851	
NW. ¼ NE. ¼	1	11	18		do	
SE. ¼ NE. ¼	1	11	18		do	
SW. ¼ NE. ¼	1	11	18		do	
NE. ¼ SW. ¼	18	11	18		Sept. 17, 1851	
SE. ¼ SW. ¼	18	11	18		do	
NE. ¼ NE. ¼	4	12	18			Oct. 4, 1850
NE. ¼ NE. ¼	11	14	18			July 14, 1849
NE. ¼ NE. ¼	15	14	18			Mar. 16, 1852
NE. ¼ NW. ¼	15	14	18		Mar. 6, 1851	
SE. ¼ SE. ¼	18	14	18		July 8, 1851	
NE. ¼ NW. ¼	18	14	18		Nov. 1, 1853	
SE. ¼ NW. ¼	18	14	18		do	
NE. ¼ NE. ¼	19	14	18		July 12, 1852	
SE. ¼ SE. ¼	2	15	18			Nov. 27, 1852
SW. ¼ SE. ¼	2	15	18			Do.
NE. ¼ SW. ¼	8	15	18		Mar. 18, 1851	
NE. ¼ SW. ¼	25	15	18			Nov. 7, 1851
NW. ¼ SW. ¼	25	15	18			Do.
NW. ¼ SE. ¼	28	15	18			Feb. 4, 1857
NE. ¼ SW. ¼	28	15	18			Do.
SW. ¼ NE. ¼	34	15	18		Nov. 12, 1856	
NE. ¼ SE. ¼	34	15	18		do	
SE. ¼ SE. ¼	34	15	18		do	
NE. ¼ SW. ¼	34	15	18			Nov. 17, 1856
SE. ¼ SW. ¼	34	15	18			Do.
NW. ¼ SW. ¼	34	15	18			Do.
SW. ¼ SE. ¼	35	15	18			Nov. 1, 1856
SW. ¼ SW. ¼	35	15	18			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 10—Continued.		S.	W.			
NE. ¼ SW. ¼	35	15	18			Nov. 1, 1856
SE. ¼ SW. ¼	35	15	18			Do.
SE. ¼ NE. ¼	8	19	18		Apr. 7, 1856	
SE. ¼ SE. ¼	31	19	18		Oct. 2, 1855	
NE. ¼ NE. ¼	28	15	19		Feb. 5, 1855	
NW. ¼ NE. ¼	28	15	19			
SE. ¼ NE. ¼	28	15	19		do	
SW. ¼ NE. ¼	28	15	19		do	
SW. ¼ NW. ¼	5	16	13		do	Jan. 7, 1851
NW. ¼ SW. ¼	5	16	13			July 7, 1851
SE. ¼ SW. ¼	5	16	13		Dec. 11, 1851	
NW. ¼ NE. ¼	6	16	13		do	
SE. ¼ NE. ¼	6	16	13			Do.
NE. ¼ SE. ¼	6	16	13			Do.
NE. ¼ SW. ¼	10	16	13		July 11, 1851	
SE. ¼ SW. ¼	10	16	13		do	
SW. ¼ SW. ¼	10	16	13		do	
NW. ¼ SE. ¼	7	15	14		July 26, 1856	
SE. ¼ SW. ¼	7	15	14		Sept. 22, 1853	
NW. ¼ SE. ¼	19	15	14		Aug. 30, 1851	
SW. ¼ NW. ¼	20	15	14		Apr. 2, 1851	
NW. ¼ SW. ¼	20	15	14		Apr. 11, 1853	
NW. ¼ NE. ¼	32	15	14		Nov. 17, 1853	
SW. ¼ SE. ¼	2	12	14		Sept. 29, 1856	
N. ½ SW. ¼	33	11	15		Dec. 12, 1855	
NW. ¼ SW. ¼	28	13	15		Nov. 2, 1855	
SW. ¼ NE. ¼	14	14	15		July 30, 1856	
NW. ¼ SE. ¼	14	14	15		do	
E. ½ SE. ¼	3	17	15		Feb. 3, 1857	
N. ½ SE. ¼	5	18	15		Jan. 10, 1857	
NE ¼ NW. ¼	19	12	16		Dec. 4, 1854	
NW. ¼ SE. ¼	25	18	16		Feb. 21, 1857	
SE. ¼ SE. ¼	35	19	17		Nov. 29, 1856	
NE. ¼ NW. ¼	13	18	18		Apr. 15, 1856	
NE. ¼ SE. ¼	24	18	18		Oct. 21, 1856	
NE. ¼ NE. ¼	25	18	18		Mar. 10, 1855	
NW. ¼	3	19	18		Apr. 7, 1856	
NW. ¼ SW. ¼	3	19	18		do	
NW. ¼ NW. ¼	5	19	18		Aug. 11, 1856	
NE. ¼ SW. ¼	5	19	18		Sept. 13, 1856	
S. ½ SW. ¼	5	19	18		do	
NE. ¼ SE. ¼	8	19	18		Nov. 7, 1854	
SE. ¼ SW. ¼	8	19	18		Oct. 10. 1853	
NE. ¼ NE. ¼	9	19	18		Nov. 1, 1854	
W. ½ NE. ¼	9	19	18		Dec. 3, 1856	
SW. ¼ NW. ¼	9	19	18		Apr. 7. 1856	
S. ½ SW. ¼	9	19	18		Dec. 3, 1856	
NW. ¼ NE. ¼	19	19	18		Dec. 15, 1856	
NE. ¼ NE. ¼	19	19	18		Jan. 2, 1857	
NE. ¼ NW. ¼	19	19	18		Dec. 15, 1856	
N. ½ NW. ¼	20	19	18		Jan. 2, 1857	
NW. ¼ SW. ¼	21	19	18		Dec. 19, 1856	
S. ½ SE. ¼	22	19	18		Jan. 26, 1857	
SW. ¼ NW. ¼	25	19	18		Feb. 21. 1857	
NE. ¼ NW. ¼	26	19	18		Jan. 19, 1857	
SW. ¼ NW. ¼	26	19	18		Feb. 21, 1857	
SE. ¼ SE. ¼	2	11	19		Dec. 6, 1856	
NE. ¼ SE. ¼	19	11	19		Apr. 10, 1855	
NW. ¼	32	14	19		Feb. 4, 1857	
NE. ¼ NW. ¼	30	15	19		Feb. 13, 1855	
NW. ¼ NE. ¼	10	19	19		Dec. 15, 1856	
NE. ¼ NW. ¼	10	19	19		do	
SW. ¼ NW. ¼	11	19	19		do	
NE. ¼ SW. ¼	13	19	19		Jan. 2, 1857	
SE. ¼ SW. ¼	13	19	19		do	
SE. ¼ NE. ¼	22	19	19		Nov. 29, 1856	
SE. ¼ SE. ¼	22	19	19		Nov. 10, 1856	
N. ½ SE. ¼	22	19	19		do	
N. ½ SW. ¼	23	19	19		Nov. 29, 1856	
SE. ¼ SW. ¼	23	19	19		do	
S. ½ SE. ¼	23	19	19		Nov. 15, 1856	
N. ½ NW. ¼	25	19	19		Dec. 22, 1856	
E. ½ SE. ¼	25	19	19		Nov. 15, 1856	
SW. ¼ SE. ¼	25	19	19		do	
NW. ¼ SE. ¼	25	19	19		Nov. 22, 1856	
N. ½ NE. ¼	26	19	19		Nov. 15, 1856	
N. ½ NW. ¼	26	19	19		Nov. 3, 1856	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 10—Continued.		S.	W.			
NW. ¼ NE. ¼	27	19	19		Sept. 1, 1854	
SE. ¼ NW. ¼	27	19	19		Nov. 10, 1856	
S. ½ SE. ¼	34	19	19		Nov. 20, 1855	
S. ½ NE. ¼	35	19	19		Jan. 16, 1857	
NE. ¼ SW. ¼	35	19	19		Dec. 1, 1856	
NW. ¼ SW. ¼	35	19	19		Nov. 17, 1856	
E. ½ NE. ¼	36	19	19		Nov. 15, 1856	
NW. ¼ NE. ¼	36	19	19		do	
SW. ¼ NE. ¼	36	19	19		Nov. 22, 1856	
SE. ¼ NW. ¼	36	19	19		do	
SE. ¼ NE. ¼	25	15	20		Feb. 6, 1857	
SE. ¼ SW. ¼	5	16	13		Nov. 10, 1851	
NW. ¼ NE. ¼	6	16	13		Dec. 17, 1851	
NE. ¼ NW. ¼	8	16	13		Dec. 1, 1856	
SW. ¼ SE. ¼	2	12	14		Sept. 29, 1856	
NW. ¼ SE. ¼	7	15	14		July 26, 1856	
SE. ¼ SW. ¼	7	15	14		Sept. 22, 1853	
SE. ¼ NW. ¼	19	15	14		Oct. 29, 1851	
NW. ¼ SE. ¼	19	15	14		Aug. 30, 1851	
SW. ¼ NW. ¼	20	15	14		Apr. 2, 1851	
NW. ¼ SW. ¼	20	15	14		Apr. 11, 1853	
NW. ¼ NE. ¼	32	15	14		Nov. 17, 1853	
SE. ¼ SW. ¼	2	16	14		Oct. 23, 1856	
NE. ¼ NW. ¼	11	16	14		do	
N. ½ NW. ¼	12	16	14			Aug. 26, 1856
SW. ¼ NW. ¼	12	16	14			Do.
SW. ¼ SE. ¼	12	16	14		Sept. 23, 1856	
SE. ¼ SW. ¼	12	16	14		do	
E. ½ NW. ¼	13	16	14			Sept. 6, 1856
R. B. river S. ½ SE. ¼	14	16	14		Dec. 2, 1851	
L. B. river:						
SW. ¼ SE. ¼	14	16	14			Do.
SW. ¼	14	16	14			May 26, 1856
N. river:						
N. ½ NE. ¼	23	16	14			July 11, 1855
N. ½ NW. ¼	23	16	14			Do.
S. river N. ½ NE. ¼	23	16	14			Do.
SE. ¼ SE. ¼	2	11	15		Jan. 27, 1857	
NE. ¼ NW. ¼	12	11	15		Aug. 28, 1855	
NW. ¼ SW. ¼	15	11	15		Jan. 15, 1855	
SW. ¼	22	11	15		July 15, 1856	
E. ½ NW. ¼	22	11	15		do	
W. ½ NE. ¼	22	11	15		do	
SW. ¼ SE. ½	22	11	15		Jan. 20, 1857	
SE. ¼ SE. ¼	30	11	15		Jan. 7, 1856	
SW. ¼ SE. ¼	30	11	15		Jan. 3, 1854	
N. ½ NE. ¼	31	11	15		Jan. 15, 1855	
NE. ¼ SW. ¼	33	11	15		Dec. 12, 1855	
NW. ¼ SW. ¼	33	11	15		do	
NE. ¼ SE. ¼	23	13	15		Nov. 7, 1855	
NW. ¼ SW. ¼	28	13	15		Nov. 2, 1855	
SW. ¼ SE. ¼	29	13	15			Jan. 14, 1854
SW. ¼ NW. ¼	6	14	15		Oct. 6, 1851	
W. ½ NE. ¼	7	14	15		Sept. 15, 1856	
NE. ¼ NW. ¼	7	14	15		do	
NW. ¼ NW. ¼	7	14	15			Aug. 4, 1856
SE. ¼ NW. ¼	7	14	15			Sept. 15, 1856
SW. ¼ NE. ¼	14	14	15		July 30, 1856	
NW. ¼ SE. ¼	14	14	15		do	
NW. ¼ NW. ¼	2	15	15		Jan. 5, 1854	
NE. ¼ NE. ¼	3	15	15		Nov. 26, 1856	
NW. ¼ NW. ¼	3	15	15			Oct. 30, 1856
SW. ¼ NW. ¼	3	15	15			Do.
NE. ¼ SE. ¼	9	15	15		Jan. 16, 1857	
NW. ¼ SE. ¼	9	15	15		do	
N. ½ NE. ¼	11	15	15		Aug. 8, 1856	
SE. ¼ NE. ¼	11	15	15			Aug. 22, 1853
NE. ¼ SE. ¼	11	15	15		July 26, 1856	
SW. ¼ SW. ¼	14	15	15		Nov. 23, 1855	
NW. ¼ NE. ¼	15	15	15		do	
S. ½ NE. ¼	15	15	15		do	
NW. ¼ SE. ¼	15	15	15		do	
SE. ¼ SE. ¼	15	15	15		May 23, 1855	
SE. ¼ NW. ¼	15	15	15		May 26, 1856	
E. ½ NE. ¼	22	15	15		May 29, 1855	
E. ½ SE. ¼	22	15	15		do	
NE. ¼ SE. ¼	3	17	15		Feb. 3, 1857	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 10—Continued.		S.	W.			
SE. ¼ SE. ¼	3	17	15		Feb. 3, 1857	
NE. ¼ SE. ¼	5	18	15		Jan. 10, 1857	
NW. ¼ SE. ¼	5	18	15		do	
NE. ¼ NW. ¼	19	12	16		Dec. 4, 1854	
SW. ¼ NE. ¼	25	18	16		Jan. 31, 1857	
NW. ¼ SE. ¼	25	18	16		Feb. 21, 1857	
SW. ¼ NE. ¼	25	18	16			Jan. 31, 1857
S. ½ NW. ¼	13	12	17			Aug. 20, 1856
NE. ¼ NW. ¼	14	12	17		Aug. 25, 1856	
NE. ¼	20	12	17			Dec. 19, 1856
SE. ¼ SW. ¼	24	15	17		July 7, 1856	
SE. ¼ SE. ¼	35	19	17		Nov. 29, 1856	
N. ½ NE. ¼	5	20	17			Dec. 18, 1856
NE. ¼ SE. ¼	26	15	18		Dec. 12, 1856	
NE. ¼ NW. ¼	13	18	18		Apr. 15, 1856	
NE. ¼ SE. ¼	24	18	18		Oct. 21, 1856	
NE. ¼ NE. ¼	25	18	18		Mar. 10, 1855	
N. ½ NW. ¼	3	19	18		Apr. 7, 1856	
S. ½ NW. ¼	3	19	18		do	
NW. ¼ SW. ¼	3	19	18		do	
NW. ¼ NW. ¼	5	19	18		Aug. 11, 1856	
NE. ¼ SW. ¼	5	19	18		Sept. 13, 1856	
S. ½ SW. ¼	5	19	18		do	
NE. ¼ SE. ¼	8	19	18		Nov. 7, 1854	
SE. ¼ SW. ¼	8	19	18		Oct. 10, 1853	
NE. ¼ NE. ¼	9	19	18		Nov. 1, 1854	
NW. ¼ NE. ¼	9	19	18		Dec. 3, 1856	
SW. ¼ NE. ¼	9	19	18		do	
SW. ¼ NW. ¼	9	19	18		Apr. 7, 1856	
S. ½ SW. ¼	9	19	18		Dec. 3, 1856	
NW. ¼ NE. ¼	19	19	18		Dec. 15, 1856	
NE. ¼ NE. ¼	19	19	18		Jan. 2, 1857	
NE. ¼ NW. ¼	19	19	18		Dec. 15, 1856	
N. ½ NW. ¼	20	19	18		Jan. 2, 1857	
NW. ¼ SW. ¼	21	19	18		Dec. 19, 1856	
S. ½ SE. ¼	22	19	18		Jan. 26, 1857	
SW. ¼ NW. ¼	25	19	18		Feb. 21, 1857	
NE. ¼ NW. ¼	26	19	18		Jan. 19, 1857	
SW. ¼ NW. ¼	26	19	18		Feb. 21, 1857	
SE. ¼ SE. ¼	2	11	19		Dec. 6, 1856	
NE. ¼ SE. ¼	19	11	19		Apr. 10, 1855	
NW. ¼	32	14	19		Feb. 4, 1857	
SE. ¼ SW. ¼	12	15	19			Dec. 3, 1851
SW. ¼ NW. ¼	13	15	19		Apr. 27, 1855	
NE. ¼ NW. ¼	13	15	19			Feb. 16, 1852
NW. ¼ NW. ¼	13	15	19		Nov. 15, 1851	
SE. ¼ SE. ¼	29	15	19		Sept. 18, 1856	
NW. ¼ SE. ¼	29	15	19		Jan. 30, 1855	
SW. ¼ SE. ¼	29	15	19		Jan. 23, 1855	
NE. ¼ NW. ¼	30	15	19		Feb. 13, 1855	
NE. ¼ SW. ¼	33	15	19		Sept. 18, 1856	
NW. ¼ NE. ¼	10	19	19		Dec. 15, 1856	
NE. ¼ NW. ¼	10	19	19		do	
SW. ¼ NW. ¼	11	19	19		do	
NE. ¼ SW. ¼	13	19	19		Jan. 2, 1857	
SE. ¼ SW. ¼	13	19	19		do	
SE. ¼ NE. ¼	22	19	19		Nov. 29, 1856	
SE. ¼ SE. ¼	22	19	19		Nov. 10, 1856	
NE. ¼ SE. ¼	22	19	19		do	
NW. ¼ SE. ¼	22	19	19		do	
NE. ¼ SW. ¼	23	19	19		Nov. 29, 1856	
NW. ¼ SW. ¼	23	19	19		do	
SE. ¼ SW. ¼	23	19	19		do	
SE. ¼ SE. ¼	23	19	19		Nov. 15, 1856	
SW. ¼ SE. ¼	23	19	19		do	
NE. ¼ NW. ¼	25	19	19		Dec. 2, 1856	
NW. ¼ NW. ¼	25	19	19		Dec. 22, 1856	
E. ½ SE. ¼	25	19	19		Nov. 15, 1856	
SW. ¼ SE. ¼	25	19	19		do	
NW. ¼ SE. ¼	25	19	19		Nov. 22, 1856	
NE. ¼ NE. ¼	26	19	19		Nov. 15, 1856	
NW. ¼ NE. ¼	26	19	19		do	
NE. ¼ NW. ¼	26	19	19		Nov. 3, 1856	
NW. ¼ NW. ¼	26	19	19		do	
NW. ¼ NE. ¼	27	19	19		Sept. 1, 1854	
SE. ¼ NW. ¼	27	19	19		Nov. 10, 1856	
NE. ¼ NE. ¼	27	19	19		Nov. 20, 1856	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 10—Continued.		S.	W.			
S. ½ SE. ¼	34	19	19		Nov. 20, 1856	
SE. ¼ NE. ¼	35	19	19		Jan. 16, 1857	
SW. ¼ NE. ¼	35	19	19		do	
NE. ¼ SW. ¼	35	19	19		Dec. 1, 1856	
NW. ¼ SW. ¼	35	19	19		Nov. 17, 1856	
E. ½ NE. ¼	36	19	19		Nov. 15, 1856	
NW. ¼ NE. ¼	36	19	19		do	
SW. ¼ NE. ¼	36	19	19		Nov. 22, 1856	
SE. ¼ NW. ¼	36	19	19		do	
SE. ¼ NE. ¼	25	15	20		Feb. 6, 1857	
NE. ¼ NE. ¼	11	11	15		Jan. 27, 1857	
SW. ¼ NE. ¼	12	11	15		do	
NW. ¼ SE. ¼	12	11	15		do	
NE. ¼ SW. ¼	12	11	15		do	
N. ½ SW. ¼	33	11	15		Dec. 12, 1855	
*Volume 11.**		S.	W.			
NE. ¼ SE. ¼	19	3	18			Apr. 9, 1852
NE. ¼ SW. ¼	1	6	18		Feb. 12, 1856	
NW. ¼ SW. ¼	1	6	18		do	
SW. ¼ SW. ¼	1	6	18		do	
NE. ¼ SE. ¼	2	6	18		do	
SE. ¼ SE. ¼	2	6	18		do	
SW. ¼ SE. ¼	2	6	18		do	
NE. ¼ NE. ¼	4	6	18			Nov. 13, 1851
NW. ¼ NE. ¼	4	6	18			Do.
SE. ¼ NE. ¼	4	6	18			Do.
SW. ¼ NE. ¼	4	6	18			Do.
NE. ¼ NE. ¼	34	6	18		Oct. 10, 1856	
NE. ¼ SE. ¼	34	6	18		Oct. 24, 1856	
NW. ¼ SE. ¼	34	6	18		do	
SE. ¼ SE. ¼	34	6	18		do	
SW. ¼ SE. ¼	34	6	18		do	
NW. ¼ NE. ¼	1	9	18		Sept. 25, 1855	
NE. ¼ SE. ¼	1	9	18		Nov. 3, 1855	
NW. ¼ SE. ¼	1	9	18		do	
SE. ¼ SE. ¼	1	9	18		do	
SW. ¼ SE. ¼	1	9	18		do	
NW. ¼ SE. ¼	14	6	19		Dec. 5, 1851	
SW. ¼ SE. ¼	14	6	19		do	
SE. ¼ SW. ¼	25	6	19		Aug. 28, 1851	
NW. ¼ SW. ¼	33	6	19		Nov. 11, 1851	
SW. ¼ SW. ¼	33	6	19		do	
NW. ¼ NW. ¼	36	6	19		Aug. 28, 1851	
NW. ¼ SW. ¼	36	6	19		Oct. 23, 1856	
NE. ¼ SW. ¼	4	7	19			Feb. 12, 1851
SE. ¼ SW. ¼	4	7	19			Do.
SW. ¼ SW. ¼	4	7	19			Do.
NE. ¼ NW. ¼	5	7	19		Jan. 19, 1852	
SE. ¼ SE. ¼	6	7	19		Aug. 12, 1851	
NW. ¼ NE. ¼	6	7	19		Jan. 9, 1852	
NE. ¼ SE. ¼	8	7	19		Aug. 6, 1851	
NW. ¼ SE. ¼	8	7	19		do	
SE. ¼ SE. ¼	8	7	18		do	
SW. ¼ SE. ¼	8	7	19		do	
SE. ¼ NE. ¼	29	7	19			Jan. 2, 1852
SW. ¼ NE. ¼	29	7	19		July 23, 1851	
NE. ¼ NE. ¼	31	7	19			Dec. 25, 1851
NW. ¼ NE. ¼	31	7	19			Do.
SE. ¼ NE. ¼	31	7	19			Do.
SW. ¼ NE. ¼	31	7	19			Do.
NE. ¼ NW. ¼	31	7	19			Nov. 19, 1851
NW. ¼ NW. ¼	31	7	19			Do.
NE. ¼ SE. ¼	31	7	19			Dec. 29, 1851
SE. ¼ SE. ¼	31	7	19			Dec. 19, 1851
SE. ¼ NW. ¼	33	7	19		May 7, 1851	
NE. ¼ SW. ¼	36	7	19		Oct. 10, 1856	
NW. ¼ SW. ¼	36	7	19		do	
SE. ¼ SW. ¼	36	7	19		do	
SW. ¼ SW. ¼	36	7	19		do	
NE. ¼ NE. ¼	6	8	19			Dec. 29, 1851
NW. ¼ NE. ¼	6	8	19			Do.
SE. ¼ NE. ¼	6	8	19			Do.

* Subject to cash indemnity, 304 tracts equal 12,160 acres; subject to land indemnity, 156 tracts equal 6,240 acres

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 11—Continued.		S.	W.			
SW. ¼ NE. ¼	6	8	19			Dec. 29, 1851
SE. ¼ NW. ¼	6	8	19		July 6, 1852	
NW. ¼ NE. ¼	17	8	19		Oct. 15, 1856	
SW. ¼ NE. ¼	17	8	19		do	
SW. ¼ NW. ¼	8	9	19		Aug. 24, 1855	
SE. ¼ SW. ¼	20	9	19		Nov. 3, 1854	
SW. ¼ SW. ¼	20	9	19		do	
NE. ¼ NE. ¼	2	10	19		Dec. 9, 1856	
NW. ¼ NE. ¼	2	10	19		do	
NE. ¼ NW. ¼	2	10	19		do	
SE. ¼ NW. ¼	2	10	19		do	
NE. ¼ NE. ¼	10	10	19		Feb. 20, 1857	
SE. ¼ SW. ¼	4	7	20			Mar. 14, 1853
SW. ¼ SW. ¼	4	7	20			Do.
SE. ¼ NE. ¼	5	7	20		Jan. 2, 1855	
SE. ¼ SW. ¼	6	7	20		Dec. 27, 1851	
NE. ¼ NE. ¼	8	7	20		Oct. 29, 1855	
NW. ¼ NE. ¼	8	7	20		do	
NW. ¼ NE. ¼	9	7	20		July 24, 1852	
NE. ¼ NW. ¼	9	7	20		Nov. 29, 1854	
NW. ¼ NW. ¼	9	7	20		do	
SW. ¼ SW. ¼	10	7	20		Oct. 29, 1856	
NE. ¼ NW. ¼	1	8	20			Sept. 16, 1852
NE. ¼ SE. ¼	13	8	20			Dec. 13, 1856
NE. ¼ NW. ¼	21	8	20		Nov. 20, 1854	
SE. ¼ NW. ¼	21	8	20		do	
NE. ¼ SE. ¼	20	9	20		Nov. 3, 1854	
NW. ¼ SE. ¼	20	9	20		do	
SE. ¼ SE. ¼	20	9	20		do	
SW. ¼ SE. ¼	20	9	20		do	
SW. ¼ SE. ¼	34	1	21		July 30, 1851	
NW. ¼ SE. ¼	35	1	21		Aug. 13, 1856	
SE. ¼ NE. ¼	35	1	21		Nov. 18, 1850	
SW. ¼ SW. ¼	20	5	21		Nov. 1, 1850	
NW. ¼ SW. ¼	21	5	21		Nov. 17, 1850	
NE. ¼ NE. ¼	10	7	21		Nov. 25, 1856	
SE. ¼ NE. ¼	10	7	21		do	
NE. ¼ SW. ¼	32	7	21		Feb. 2, 1857	
SE. ¼ SW. ¼	33	7	21		Jan. 15, 1855	
SE. ¼ SW. ¼	3	8	21		July 5, 1851	
SE. ¼ NW. ¼	5	8	21		Nov. 20, 1851	
NE. ¼ NE. ¼	6	8	21		Nov. 19, 1856	
NW. ¼ NE. ¼	6	8	21		do	
NE. ¼ NW. ¼	6	8	21		do	
SE. ¼ NE. ¼	7	8	21		July 5, 1851	
SW. ¼ NE. ¼	7	8	21		Nov. 1, 1851	
SE. ¼ SW. ¼	8	8	21		Dec. 22, 1856	
NW. ¼ SW. ¼	8	8	21		do	
NW. ¼ SE. ¼	9	8	21		Nov. 25, 1854	
SW. ¼ SE. ¼	9	8	21		do	
SW. ¼ SE. ¼	12	8	21		July 5, 1851	
SE. ¼ SW. ¼	12	8	21			Apr. 5, 1853
SW. ¼ SW. ¼	12	8	21			Do.
NE. ¼ SW. ¼	24	8	21		Jan. 30, 1855	
NW. ¼ SW. ¼	24	8	21		do	
SE. ¼ SW. ¼	24	8	21		do	
SW. ¼ SW. ¼	24	8	21		do	
NE. ¼ NE. ¼	5	11	21		Sept. 16, 1856	
NW. ¼ NE. ¼	5	11	21		do	
NE. ¼ SW. ¼	36	11	21		Nov. 13, 1856	
NW. ¼ SW. ¼	36	11	21		do	
NW. ¼ SW. ¼	33	12	21		Dec. 12, 1850	
NW. ¼ NE. ¼	1	14	21		Jan. 16, 1857	
SW. ¼ NE. ¼	1	14	21		do	
NE. ¼ NE. ¼	33	16	21		Mar. 11, 1851	
SE. ¼ SE. ¼	22	17	21		Feb. 16, 1857	
NE. ¼ SW. ¼	31	1	22			Dec. 18, 1851
NW. ¼ SW. ¼	31	1	22			Do.
SE. ¼ SW. ¼	31	1	22			Do.
SW. ¼ SW. ¼	31	1	22			Do.
NW. ¼ SW. ¼	6	2	22			Do.
SW. ¼ SW. ¼	6	2	22			Do.
NE. ¼ NE. ¼	6	4	22		July 14, 1851	
NW. ¼ SW. ¼	34	7	22		Jan. 27, 1855	
SW. ¼ SW. ¼	34	7	22		do	
NE. ¼ SE. ¼	36	7	22		Feb. 8, 1856	
SE. ¼ SE. ¼	36	7	22		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 11—Continued.						
SE. ¼ NW. ¼	12	8	22		Jan. 27, 1855	
SW. ¼ NW. ¼	12	8	22		do	
NE. ¼ SW. ¼	14	8	22			Dec. 11, 1852
NW. ¼ SW. ¼	14	8	22			Do.
NE. ¼ SW. ¼	22	8	22			May 22, 1854
SE. ¼ NW. ¼	30	8	22		Dec. 22, 1851	
NE. ¼ SE. ¼	20	11	22		Oct. 2, 1856	
NW. ¼ SE. ¼	20	11	22		do	
NW. ¼ SE. ¼	21	11	22			Mar. 11, 1853
SW. ¼ SE. ¼	21	11	22			Do.
NW. ¼ SW. ¼	21	11	22		Feb. 6, 1852	
SW. ¼ SW. ¼	21	11	22		do	
NE. ¼ NE. ¼	28	11	22			June 1, 1853
SE. ¼ NE. ¼	28	11	22			Do.
NW. ¼ NW. ¼	28	11	22		Feb. 6, 1852	
SE. ¼ NW. ¼	11	12	22		Sept. 25, 1856	
SW. ¼ NW. ¼	11	12	22		do	
NE. ¼ NE. ¼	18	13	22		Dec. 21, 1856	
SE. ¼ NE. ¼	18	13	22		do	
NE. ¼ SE. ¼	11	14	22		Oct. 11, 1854	
NW. ¼ NW. ¼	14	14	22			Oct. 11, 1852
SW. ¼ SE. ¼	14	14	22		Nov. 20, 1854	
NW. ¼ SE. ¼	24	14	22		Oct. 11, 1854	
NE. ¼ NE. ¼	29	15	22		Feb. 3, 1851	
NE. ¼ SW. ¼	17	16	22		Nov. 4, 1855	
SW. ¼ NE. ¼	19	16	22		Apr. 1, 1852	
NW. ¼ SW. ¼	29	16	22		Feb. 24, 1851	
NE. ¼ NE. ¼	30	16	22			Apr. 1, 1852
NW. ¼ NE. ¼	30	16	22			Do.
SE. ¼ NE. ¼	30	16	22			Do.
SW. ¼ NE. ¼	30	16	22			Do.
NW. ¼ NW. ¼	32	16	22		Feb. 1, 1851	
NW. ¼ NE. ¼	32	16	22		Feb. 24, 1851	
SE. ¼ SE. ¼	25	17	22		Jan. 10, 1851	
SE. ¼ SE. ¼	32	17	22			Nov. 12, 1852
NE. ¼ SE. ¼	5	18	22		Aug. 16, 1851	
NW. ¼ NW. ¼	23	19	22		Feb. 11, 1853	
SE. ¼ SW. ¼	20	1	23		July 29, 1851	
NW. ¼ NW. ¼	22	1	23			Nov. 21, 1850
SW. ¼ NW. ¼	22	1	23			Do.
SW. ¼ SW. ¼	2	2	23			Feb. 14, 1852
SW. ¼ SE. ¼	3	2	23			Dec. 18, 1851
SE. ¼ NE. ¼	3	2	23			Feb. 14, 1852
SE. ¼ SW. ¼	8	2	23		Aug. 29, 1856	
NW. ¼ NE. ¼	10	2	23			Dec. 18, 1851
NW. ¼ NW. ¼	11	2	23			Feb. 14, 1852
SW. ¼ SW. ¼	17	2	23			Sept. 11, 1856
NE. ¼ NE. ¼	19	2	23			Mar. 23, 1852
NW. ¼ NE. ¼	19	2	23			Do.
SW. ¼ NW. ¼	19	2	23		Nov. 11, 1850	
NE. ¼ NE. ¼	14	5	23		Feb. 10, 1855	
SW. ¼ SE. ¼	17	5	23		Sept. 9, 1851	
NE. ¼ SW. ¼	28	5	23		June 25, 1854	
NE. ¼ SW. ¼	31	5	23		Feb. 9, 1854	
NE. ¼ SE. ¼	31	5	23		Jan. 26, 1856	
NW. ¼ SW. ¼	32	5	23		Jan. 7, 1854	
SW. ¼ NW. ¼	32	5	23		Jan. 26, 1856	
SE. ¼ NE. ¼	13	8	23		Jan. 29, 1855	
NE. ¼ NE. ¼	19	9	23		Jan. 23, 1851	
NE. ¼ SE. ¼	20	11	23		Dec. 1, 1855	
SE. ¼ SE. ¼	20	11	23		do	
NW. ¼ SE. ¼	20	11	23		do	
SW. ¼ SE. ¼	20	11	23		do	
NE. ¼ NE. ¼	23	11	23		Feb. 2, 1852	
NW. ¼ NE. ¼	23	11	23		do	
SE. ¼ NE. ¼	23	11	23		do	
SW. ¼ NE. ¼	23	11	23		do	
SW. ¼ NE. ¼	25	11	23		Dec. 31, 1852	
NE. ¼ SW. ¼	34	11	23		Dec. 12, 1855	
NW. ¼ SW. ¼	34	11	23		do	
SW. ¼ SW. ¼	34	11	23		do	
NE. ¼ NE. ¼	6	12	23		Feb. 4, 1856	
NW. ¼ NE. ¼	6	12	23		do	
NW. ¼ NW. ¼	11	12	23		Aug. 23, 1856	
SW. ¼ NW. ¼	11	12	23		do	
SE. ¼ SE. ¼	12	12	23		Nov. 28, 1856	
SW. ¼ SE. ¼	12	12	23		do	

List of alleged swamp lands upon which cash aud land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 11—Continued.		S.	W.			
SE. ¼ SW. ¼	12	12	23		Nov. 24, 1856	
SW. ¼ SW. ¼	12	12	23		do	
NE. ¼ NW. ¼	23	12	23			Apr. 12, 1853
SE. ¼ NW. ¼	23	12	23			Do.
NE. ¼ NE. ¼	23	12	23			Do.
NW. ¼ NE. ¼	23	12	23			Do.
NW. ¼ SW. ¼	8	14	23		Dec. 30, 1850	
SE. ¼ SE. ¼	8	14	23		Jan. 6, 1851	
NE. ¼ SW. ¼	8	14	23		Dec. 17, 1850	
SE. ¼ SW. ¼	8	14	23		Dec. 30, 1850	
SW. ¼ SE. ¼	8	14	23		Dec. 17, 1850	
SW. ¼ SE. ¼	10	14	23		Feb. 15, 1851	
SE. ¼ NE. ¼	14	14	23		Oct. 25, 1850	
NW. ¼ NE. ¼	15	14	23		Oct. 26, 1850	
NW. ¼ NW. ¼	15	14	23		Feb. 15, 1851	
SE. ¼ NE. ¼	19	14	23		Dec. 11, 1850	
NE. ¼ NE. ¼	20	14	23		Dec. 13, 1856	
NW. ¼ NE. ¼	20	14	23		do	
SE. ¼ NE. ¼	20	14	23		do	
SW. ¼ NE. ¼	20	14	23		do	
NE. ¼ NW. ¼	20	14	23			Dec. 30, 1850
NW. ¼ NW. ¼	20	14	23			Dec. 30, 1850
SE. ¼ NW. ¼	20	14	23			Do.
SW. ¼ NW. ¼	20	14	23			Do.
NW. ¼ SE. ¼	20	14	23			Jan. 28, 1851
SW. ¼ SE. ¼	20	14	23			Do.
SW. ¼ SW. ¼	20	14	23		Nov. 12, 1855	
NE. ¼ SW. ¼	20	14	23		do	
SE. ¼ SW. ¼	20	14	23		do	
SW. ¼ NE. ¼	21	14	23		Jan. 1, 1851	
SE. ¼ NW. ¼	29	14	23		Dec. 7, 1851	
NE. ¼ SW. ¼	29	14	23		Jan. 16, 1857	
NW. ¼ SW. ¼	29	14	23		do	
NE. ¼ NE. ¼	30	14	23		Nov. 22, 1856	
SE. ¼ NE. ¼	30	14	23		Dec. 14, 1850	
SE. ¼ NE. ¼	1	16	23		Aug. 22, 1856	
NE. ¼ SE. ¼	1	16	23		do	
SE. ¼ SE. ¼	1	16	23		do	
E. ½ NE. frl. ¼	5	16	23	61.58		July 14, 1851
W. ½ NE. frl. ¼	5	16	23	61.30		Do.
SE. ¼ SE. ¼	34	17	23		Jan. 28, 1857	
SW. ¼ SE. ¼	34	17	23		do	
NE. ¼ NW. ¼	26	18	23		Feb. 18, 1853	
NW. ¼ NW. ¼	26	18	23		Nov. 24, 1854	
SE. ¼ NW. ¼	26	18	23		do	
SW. ¼ NW. ¼	26	18	23		do	
NE. ¼ NE. ¼	22	19	23			Mar. 3, 1853
SW. ¼ SE. ¼	23	1	24		Oct. 12, 1850	
NE. ¼ NW. ¼	26	1	24			Dec. 18, 1850
SW. ¼ SW. ¼	14	2	24		Dec. 12, 1851	
SW. ¼ NW. ¼	15	2	24			Nov. 3, 1851
SE. ¼ NE. ¼	17	2	24			Apr. 28, 1852
NW. ¼ SE. ¼	17	2	24		Nov. 25, 1851	
SE. ¼ SW. ¼	17	2	24		do	
NE. ¼ NW. ¼	5	16	23			Nov. 14, 1853
SE. ¼ NW. ¼	5	16	23			Do.
NE. ¼ NW. ¼	20	2	24		Nov. 24, 1851	
NE. ¼ NE. ¼	24	2	24			Mar. 15, 1852
SE. ¼ NE. ¼	24	2	24			Do.
SW. ¼ NE. ¼	25	2	24		Mar. 12, 1851	
SW. ¼ SE. ¼	31	3	24			June 28, 1852
SE. ¼ SE. ¼	11	5	24			Feb. 26, 1851
SW. ¼ SE. ¼	11	5	24			Do.
SW. ¼ SW. ¼	12	5	24		Oct. 11, 1852	
NE ¼ NW. ¼	24	6	24		Feb. 12, 1851	
NW. ¼ NW. ¼	24	6	24		do	
NE. ¼ NE. ¼	17	10	24		July 5, 1851	
NW. ¼ NE. ¼	17	10	24		do	
NE. ¼ NW. ¼	17	10	24		do	
SE. ¼ NW. ¼	17	10	24		do	
SE. ¼ NE. ¼	17	10	24		do	
SW. ¼ NE. ½	17	10	24		do	
NE. ¼ SE. ¼	22	11	24		Feb. 25, 1856	
NW. ¼ SE. ¼	22	11	24		do	
SE. ¼ SE. ¼	22	11	24		do	
SW. ¼ SE. ¼	22	11	24		do	
SE. ¼ NE. ¼	28	11	24			Mar. 25, 1853

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 11—Continued.		S.	W.			
NE. ¼ SE. ¼	28	11	24			Mar. 25, 1853
NW. ¼ NW. ¼	30	11	24		Dec. 10, 1855	
SW. ¼ NW. ¼	30	11	24		do	
NE. ¼ SW. ¼	9	12	24		Aug. 9, 1851	
NW. ¼ SW. ¼	15	12	24		Fe. 4, 1856	
SW. ¼ SW. ¼	15	12	24		do	
NW. ¼ NW. ¼	22	12	24		do	
SW. ¼ NW. ¼	22	12	24		do	
NW. ¼ SW. ¼	22	12	24		do	
SW. ¼ SW. ¼	22	12	24		do	
NE. ¼ NE. ¼	25	12	24		Oct. 14, 1856	
NW. ¼ NE. ¼	25	12	24			Mar. 5, 1853
NW. ¼ NE. ¼	24	2	25			Nov. 5, 1850
NE. ¼ SE. ¼	36	3	25			Nov. 25, 1856
SE. ¼ SE. ¼	36	3	25			Do.
SE. ¼ SE. ¼	34	3	25			June 21, 1852
SW. ¼ SE. ¼	34	3	25			Do.
NE. ¼ NW. ¼	13	4	25			June 29, 1852
SE. ¼ SW. ¼	18	8	25		Jan. 1, 1851	
SE. ¼ NE. ¼	33	8	25			July 7, 1855
NE. ¼ NE. ¼	33	8	25			Do.
NW. ¼ NE. ¼	33	8	25			Do.
SW. ¼ NE. ¼	33	8	25			Do.
NW. ¼ SW. ¼	34	8	25		July 10, 1855	
NE. ¼ SW. ¼	34	8	25		do	
SW. ¼ SW. ¼	34	8	25		do	
SE. ¼ SW. ¼	34	8	25		do	
NE. ¼ NE. ¼	1	9	25		Jan. 19, 1851	
SE. ¼ NE. ¼	1	9	25		Oct. 15, 1856	
NE. ¼ SE. ¼	1	9	25		do	
NW. ¼ SE. ¼	1	9	25		Jan. 19, 1857	
SW. ¼ SW. ¼	9	10	25		Dec. 14, 1855	
SE. ¼ NE. ¼	15	10	25		Oct. 12, 1855	
SE. ¼ SE. ¼	23	10	25		July 5, 1851	
SW. ¼ SE. ¼	23	10	25		do	
NE. ¼ NE. ¼	29	10	25		do	
NE. ¼ SE. ¼	22	12	25		do	
SE. ¼ SE. ¼	22	12	25		do	
NE. ¼ NE. ¼	17	13	25			Sept. 5, 1854
NW. ¼ NE. ¼	17	13	25			Do.
SE. ¼ NE. ¼	17	13	25			Do.
SW. ¼ NE. ¼	17	13	25			Do.
NE. ¼ NW. ¼	31	14	25		Oct. 13, 1852	
NW. ¼ NW. ¼	31	14	25		do	
SE. ¼ NW. ¼	31	14	25		do	
SW. ¼ NW. ¼	31	14	25		Oct. 13, 1852	
NE. ¼ SW. ¼	31	14	25		do	
SE. ¼ SW. ¼	31	14	25		do	
N. ½ NE. ¼	20	15	25	65.21		Aug. 7, 1852
S. ½ NE. ¼	20	15	25	61.27		Do.
Frl. NW. ¼	20	15	25	74.90		Do.
E. ½ SE. ¼	20	15	25	59.55		Do.
NW. ¼ SE. ¼	20	15	25	40.00		Do.
SW. ¼ SE. ¼	20	15	25	40.00		Do.
N. ½ SW. ¼	20	15	25	57.62		Do.
S. ½ SW. ¼	20	15	25	37.02		Do.
NE. ¼ SE. ¼	26	15	25		Aug. 1, 1853	
NE. ¼ NW. ¼	26	16	25			Dec. 11, 1851
NW. ¼ NW. ¼	26	16	25			Do.
SE. ¼ NW. ¼	26	16	25			Do.
SW. ¼ NW. ¼	26	16	25			Do.
NE. ¼ NE. ¼	26	16	25			Do.
SE. ¼ NE. ¼	26	16	25			Do.
NE. ¼ NE. ¼	27	16	25			Do.
NW. ¼ NE. ¼	27	16	25			Do.
SE. ¼ NE. ¼	27	16	25			Do.
SW. ¼ NE. ¼	27	16	25			Do.
NE. ¼ NW. ¼	8	17	25		Nov. 12, 1855	
NW. ¼ NW. ¼	8	17	25		do	
SE. ¼ NW. ¼	8	17	25		do	
SW. ¼ NW. ¼	8	17	25		do	
SW. ¼ NW. ¼	24	2	26		Dec. 19, 1853	
NE. ¼ SW. ¼	15	6	26		Jan. 5, 1855	
NW. ¼ NW. ¼	11	8	26			Apr. 13, 1853
SW. ¼ NW. ¼	11	8	26			Do.
SE. ¼ NE. ¼	11	8	26		Feb. 4, 1856	
SW. ¼ NE. ¼	11	8	26		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 11—Continued.		S.	W.			
SE. ¼ SE. ¼	8	9	26			Oct. 2, 1852
NE. ¼ NE. ¼	31	9	26		Dec. 1, 1856	
NW. ¼ NE. ¼	31	9	26		do	
NE. ¼ NW. ¼	25	12	26		Nov. 2, 1854	
SW. ¼ SE. ¼	36	12	26			Feb. 21, 1853
NE. ¼ NW. ¼	3	15	26		Apr. 21, 1852	
NW. ¼ NW. ¼	3	15	26		do	
SE. ¼ NW. ¼	3	15	26		do	
SW. ¼ NW. ¼	3	15	26		do	
NE. ¼ SE. ¼	12	16	26			Feb. 5, 1852
SE. ¼ SE. ¼	12	16	26			Do.
NE. ¼ NE. ¼	24	16	26			Do.
SE. ¼ NE. ¼	24	16	26			Do.
SE. ¼ SE. ¼	29	10	27		Jan. 28, 1857	
SW. ¼ SE. ¼	29	10	27		do	
SE. ¼ SW. ¼	2	15	27		Mar. 26, 1853	
SW. ¼ SW. ¼	2	15	27		do	
NW. ¼ SE. ¼	8	15	27		do	
SW. ¼ SE. ¼	8	15	27		do	
NW. ¼ SE. ¼	12	15	27			Mar. 16, 1853
SW. ¼ SE. ¼	12	15	27			Do.
NW. ¼ SE. ¼	23	18	27		Mar. 13, 1852	
NW. ¼ SW. ¼	23	18	27		do	
NW. ¼ NE. ¼	24	19	27		Oct. 11, 1855	
SW. ¼ NE. ¼	24	19	27		do	
SE. ¼ SE. ¼	17	2	28		Apr. 19, 1852	
SE. ¼ NE. ¼	17	2	28		July 21, 1851	
SW. ¼ NE. ¼	17	2	28		do	
NE. ¼ NW. ¼	29	2	28		Sept. 30, 1851	
NE. ¼ SE. ¼	33	10	28		Dec. 19, 1850	
SW. ¼ NW. ¼	34	10	28		Jan. 6, 1851	
NW. ¼ SW. ¼	34	10	28		Dec. 19, 1850	
SE. ¼ SE. ¼	26	11	28		Nov. 17, 1856	
SE. ¼ SE. ¼	1	14	28		Oct. 28, 1856	
SW. ¼ SE. ¼	1	14	28		do	
SE. ¼ NW. ¼	6	14	28		Nov. 29, 1856	
SW. ¼ NW. ¼	6	14	28		do	
NE. ¼ NE. ¼	33	17	28			July 3, 1851
NW. ¼ NE. ¼	33	17	28			Do.
SE. ¼ NE. ¼	33	17	28			Do.
SW. ¼ NE. ¼	33	17	28			Do.
NE. ¼ SE. ¼	17	2	29		Jan. 23, 1852	
NW. ¼ SE. ¼	17	2	29		do	
SE. ¼ SE. ¼	21	2	29		Apr. 8, 1851	
NW. ¼ SW. ¼	6	11	29		Mar. 12, 1852	
SW. ¼ SE. ¼	26	13	29		Nov. 29, 1856	
SW. ¼ NE. ¼	36	13	29		Nov. 18, 1856	
NE. ¼ NE. ¼	17	9	30		Apr. 21, 1851	
NE. ¼ NE. ¼	31	9	30			Feb. 27, 1857
NW. ¼ NE. ¼	31	9	30			Do.
SE. ¼ NE. ¼	31	9	30			Do.
SW. ¼ NE. ¼	31	9	30			Do.
SE. ¼ NW. ¼	35	9	30		Sept. 22, 1853	
NW. ¼ SE. ¼	6	10	30			Feb. 23, 1857
SW. ¼ SE. ¼	6	10	30			Do.
NW. ¼ NE. ¼	7	10	30		Feb. 9, 1857	
NE. ¼ SE. ¼	28	10	30		Feb. 11, 1851	
SE. ¼ SE. ¼	28	10	30		Nov. 8, 1851	
NW. ¼ NW. ¼	29	11	30		Feb. 2, 1852	
SW. ¼ NW. ¼	29	11	30		do	
SW. ¼ NW. ¼	20	13	30		Oct. 23, 1850	
SW. ¼ SE. ¼	26	13	30		Jan. 8, 1857	
SW. ¼ SE. ¼	36	13	30		Oct. 25, 1856	
NE. ¼ NW. ¼	29	10	31	40		Dec. 3, 1856
NW. ¼ NW. ¼	29	10	31	36.75		Sept. 3, 1856
SE. ¼ NW. ¼	29	10	31	40		Dec. 2, 1856
SW. ¼ NW. ¼	29	10	31	40		Do.
NE. ¼ SW. ¼	29	10	31			Do.
NW. ¼ SW. ¼	29	10	31			Do.
NE. ¼ NW. ¼	33	10	31			Aug. 23, 1856
NW. ¼ NW. ¼	33	10	31			Do.
SE. ¼ NW. ¼	33	10	31			Do.
SW. ¼ NW. ¼	33	10	31			Do.
NW. ¼ NE. ¼	33	10	31			Do.
SW. ¼ NE. ¼	33	10	31			Do.
NE. ¼ SW. ¼	33	10	31			Do.
NW. ¼ SW. ¼	33	10	31			Do.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 11—Continued.		S.	W.			
NE. ¼ SE. ¼	33	10	31			Aug. 23, 1856.
NW. ¼ SE. ¼	33	10	31			Do.
NE. ¼ SW. ¼	14	11	31		Nov. 14, 1851	
NE. ¼ SW. ¼	3	13	31		Sept. 17, 1856	
NE. ¼ NW. ¼	19	13	31		Oct. 11, 1854	
NW. ¼ NW. ¼	19	13	31		do	
SE. ¼ NW. ¼	19	13	31		do	
SW. ¼ NW. ¼	19	13	31		do	
NW. ¼ SW. ¼	26	13	31		Feb. 3, 1852	
NE. ¼ NW. ¼	26	13	31		do	
NE. ¼ NW. ¼	23	10	32			Dec. 23, 1852
W. of river W. ½ SE. ¼	4	7	19			Feb. 12, 1851
NW. ¼ SW. ¼	27	16	21		Apr. 24, 1855	
E. ½ NW. ¼	15	10	32			Oct. 20, 1856
E. ½ SW. ¼	15	10	32			Do.
SW. ¼ SE. ¼	3	8	21		Nov. 12, 1851	
*Volume 12.**		N.	W.			
SW. ¼ NW. ¼	4	15	24		Feb. 22, 1854	
NE. ¼ NE. ¼	8	15	24			Feb. 2, 1854
SW. ¼ NW. ¼	9	15	24			Feb. 28, 1852
NE. ¼ NW. ¼	17	15	24		Feb 22, 1854	
NE. ¼ NW. ¼	5	16	24		Jan. 20, 1851	
SE. ¼ NW. ¼	5	16	24		do	
NE. ¼ SW. ¼	9	16	24		July 16, 1851	
NW. ¼ NW. ¼	32	16	24			Jan. 7, 1851
SE. ¼ SW. ¼	7	17	24			June 2, 1853
NE. ¼ NW. ¼	18	17	24			Aug. 30, 1853
SE. ¼ NW. ¼	18	17	24			Do.
SW ¼ SW. ¼	20	17	24			June 19, 1852
SW. ¼ SW. ¼	28	17	24			Nov. 15, 1854
NE. ¼ SE. ¼	29	17	24		Mar. 16, 1854	
SW. ¼ NE. ¼	29	17	24		do	
NE. ¼ NE. ¼	29	17	24		Mar. 8, 1854	
NW. ¼ NE. ¼	30	17	24		Jan. 14, 1854	
NW. ¼ SE. ¼	33	17	24			Oct. 3, 1851
NW. ¼ SW. ¼	7	14	25		Apr. 27, 1853	
SW. ¼ SW. ¼	6	15	25			Jan. 5, 1853
SE. ¼ SW. ¼	5	16	25		Mar. 19, 1853	
NW. ¼ NW. ¼	18	16	25		Jan. 28, 1852	
NE. ¼ SE. ¼	2	17	25		Apr. 6, 1855	
NW. ¼ SE. ¼	2	17	25			Apr. 6, 1855
SW. ¼ NE. ¼	3	17	25			Do.
NE. ¼ NW. ¼	4	17	25		Nov. 20, 1855	
SW. ¼ NW. ¼	6	17	25		Aug. 17, 1855	
SW. ¼ SE. ¼	12	17	25			Jan. 29, 1852
NE. ¼ NW. ¼	30	17	25		Aug. 23, 1855	
SW. ¼ NE. ¼	5	13	26		July 29, 1853	
NE. ¼ SE. ¼	12	14	26		Apr. 27, 1853	
NW. ¼ NW. ¼	12	14	26		Jan. 26, 1853	
NE. ¼ NW. ¼	2	15	26			Sept. 30, 1851
SE. ¼ NW. ¼	2	15	26			Do.
NE. ¼ SW. ¼	2	15	26			Sept. 30, 1851
NE. ¼ NE. ¼	3	15	26		Jan. 17, 1853	
NW. ¼ NE. ¼	3	15	26		Feb. 14, 1853	
NE. ¼ SW. ¼	11	15	26			Sept. 15, 1852
SE. ¼ SE. ¼	13	15	26		July 5, 1856	
SW. ¼ SE. ¼	13	15	26		do	
SE. ¼ SW. ¼	13	15	26			Oct. 1, 1852
NE. ¼ NE. ¼	14	15	26		Apr. 14, 1853	
SE. ¼ NE. ¼	14	15	26		Oct. 15, 1852	
SW. ¼ SE. ¼	24	15	26		July 25, 1855	
NW. ¼ NE. ¼	25	15	26		Aug. 4, 1853	
SE. ¼ NE. ¼	25	15	26		Mar. 16, 1853	
NE. ¼ SE. ¼	25	15	26		do	
SE. ¼ NE. ¼	12	16	26		Aug. 17, 1855	
SW. ¼ NE. ¼	12	16	26		do	
SE. ¼ SW. ¼	12	16	26		Mar. 5, 1852	
SW. ¼ SW. ¼	12	16	26		do	
NE. ¼ SE. ¼	12	16	26			Mar. 3, 1853
SW. ¼ SW. ¼	13	16	26		Feb. 12, 1853	
NW. ¼ NE. ¼	26	16	26			Jan. 28, 1851
SW. ¼ NE. ¼	26	16	26			May 3, 1853

* Subject to cash indemnity, 303 tracts equal 12,120 acres; subject to land indemnity, 330 tracts equal 13,200 acres.

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
SE. ¼ SE. ¼	27	16	26		Jan. 2, 1854	
SE. ¼ SW. ¼	35	16	26			Sept. 30, 1851
SE. ¼ NW. ¼	25	17	26			Feb. 17, 1853
NW. ¼ SW. ¼	25	17	26		Jan. 26, 1853	
NE. ¼ S. W ¼	25	17	26		Nov. 24, 1851	
SE. ¼ SW. ¼	25	17	26		Oct. 20, 1851	
NW. ¼ SW. ¼	27	17	26		Feb. 5, 1852	
NE. ¼ SE. ¼	28	17	26		Feb. 11, 1852	
NW. ¼ NE. ¼	36	17	26		Feb. 18, 1853	
SW. ¼ NE. ¼	36	17	26		Feb. 14, 1853	
NW. ¼ SE. ¼	36	17	26		Feb. 19, 1853	
SE. ¼ SE. ¼	18	21	26			Jan. 27, 1853
NW. ¼ SE. ¼	20	21	26		Sept. 12, 1853	
SE. ¼ NW. ¼	30	21	26		Sept. 4, 1854	
SW. ¼ NW. ¼	30	21	26		do	
SE. ¼ NW. ¼	2	13	27		Jan. 23, 1851	
NE. ¼ NW. ¼	2	13	27		Mar. 14, 1853	
NE. ¼ NE. ¼	3	13	27		do	
NW. ¼ NE. ¼	4	14	27		Apr. 16, 1853	
NE. ¼ SW. ¼	29	14	27		Feb. 27, 1854	
NE. ¼ NE. ¼	31	14	27		Oct. 14, 1853	
SW. ¼ NE. ¼	32	14	27		Nov. 20, 1853	
NW. ¼ SE. ¼	5	15	27			Mar. 15, 1855
SE. ¼ NW. ¼	17	15	27		July 25, 1853	
NW. ¼ SE. ¼	22	16	27		Mar. 28, 1853	
SE. ¼ SE. ¼	29	16	27		July 28, 1853	
NW. ¼ SW. ¼	30	16	27		Jan. 12, 1855	
NE. ¼ NE. ¼	32	16	27		Apr. 12, 1853	
SW. ¼ SW. ¼	3	17	27		Mar. 1, 1853	
NE. ¼ NE. ¼	31	17	27			Jan. 29, 1852
NW. ¼ NW. ¼	32	17	27			Do.
SE. ¼ SE. ¼	7	18	27		Mar. 17, 1853	
NE. ¼ SE. ¼	26	18	37		Nov. 20, 1855	
NW. ¼ NW. ¼	29	18	27		Apr. 14, 1853	
NW. ¼ NE. ¼	5	19	27		Sept. 8, 1853	
NE. ¼ NW. ¼	2	20	27			Oct. 15, 1850
SW. ¼ NW. ¼	2	20	27			Do.
SW. ¼ SE. ¼	4	20	27		Oct. 28, 1852	
SE. ¼ SW. ¼	18	20	27			Sept. 27, 1852
NE. ¼ NW. ¼	30	20	27		Dec. 14, 1855	
NW. ¼ NE. ¼	32	20	27		Apr. 22, 1853	
SW. ¼ NW. ¼	25	21	27		July 10, 1855	
SE. ¼ NW. ¼	25	21	27		Mar. 16, 1854	
SW. ¼ NE. ¼	25	21	27		do	
SE. ¼ NE. ¼	25	21	27			June 25, 1851
SE. ¼ SE. ¼	34	21	27			Do.
SW. ¼ NW. ¼	11	14	28			Aug. 6, 1853
SW. ¼ NW. ¼	24	14	28		Feb. 13, 1854	
NE. ¼ SE ¼	11	15	28			Mar. 28, 1853
SE. ¼ SE. ¼	11	15	28			Do.
NE. ¼ SE. ¼	19	15	28		Dec. 13, 1855	
SE. ¼ SE. ¼	19	15	28		do	
SE. ¼ NE. ¼	19	15	28		Feb. 7, 1852	
SE. ¼ NW. ¼	29	15	28		Mar. 27, 1856	
SE. ¼ SW. ¼	6	16	28		Jan. 28, 1854	
SW. ¼ NW. ¼	23	17	28		Feb. 2, 1854	
SE. ¼ SW. ¼	23	17	28		May 11, 1854	
NW. ¼ SE. ¼	25	17	28			July 18, 1852
NE. ¼ NE. ¼	26	17	28			June 29, 1852
SW. ¼ NE. ¼	31	17	28		Jan. 28, 1851	
SE. ¼ NE. ¼	3	18	28		Mar. 14, 1853	
SW. ¼ SW. ¼	3	18	28		Mar. 16, 1853	
SE. ¼ SE. ¼	4	18	28		Apr. 12, 1851	
NE. ¼ NE. ¼	9	18	28		do	
SE. ¼ NE. ¼	9	18	28		Oct. 9, 1853	
NW. ¼ NW. ¼	10	18	28		Apr. 11, 1853	
SW. ¼ NW. ¼	10	18	28		Dec. 5, 1851	
NW. ¼ NE. ¼	15	18	28		Feb. 25, 1851	
NE. ¼ NE. ¼	18	18	28		Jan. 22, 1851	
NW. ¼ SE. ¼	19	18	28		July 14, 1851	
SE. ¼ NW. ¼	19	18	28		Dec. 28, 1855	
NW. ¼ NW. ¼	19	18	28		Dec. 15, 1856	
NE. ¼ SE. ¼	19	18	28		Nov. 29, 1852	
NW. ¼ SW. ¼	21	18	28		Mar. 4, 1851	
NE. ¼ NW. ¼	5	19	28		Dec. 28, 1853	
NW. ¼ NW. ¼	5	19	28		do	
SW. ¼ NE. ¼	12	19	28		Feb. 11, 1854	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
SW. ¼ NW. ¼	34	20	28		Oct. 17, 1853	
SW. ¼ SW. ¼	36	20	28		Jan. 28, 1853	
SE. ¼ NE. ¼	6	17	29		Nov. 17, 1853	
SW. ¼ NE. ¼	6	17	29		do	
NW. ¼ NE. ¼	17	17	29			Sept. 7, 1854
NE. ¼ NW. ¼	17	17	29			Do.
SW. ¼ SE. ¼	19	17	29			Mar. 27, 1854
NW. ¼ NE. ¼	22	17	29			Apr. 5, 1851
NW. ¼ SE. ¼	25	17	29		Dec. 22, 1853	
NW. ¼ NW. ¼	30	17	29		Jan. 25, 1854	
NE. ¼ NW. ¼	30	17	29			Mar. 3, 1852
NW. ¼ SE. ¼	3	18	29		Dec. 15, 1856	
NE. ¼ SE. ¼	3	18	29		Apr. 3, 1852	
NE. ¼ SE. ¼	24	18	29		Aug. 25, 1851	
SW. ¼ NW. ¼	32	18	29			Feb. 28, 1852
NW. ¼ SW. ¼	32	18	29			Do.
SW. ¼ NW. ¼	2	19	29		Oct. 29, 1853	
NE. ¼ NE. ¼	11	19	29		Sept. 22, 1853	
NW. ¼ NW. ¼	12	19	29		Dec. 28, 1855	
SW. ¼ NE. ¼	18	19	29			Apr. 17, 1855
SW. ¼ SE. ¼	24	19	29		Mar. 23, 1853	
NW. ¼ SE. ¼	25	19	29			Feb. 21, 1854
NW. ¼ SW. ¼	26	19	29		Mar. 15, 1854	
SW. ¼ SW. ¼	35	12	30			Mar. 25, 1853
NE. ¼ SE. ¼	20	15	30			Oct. 26, 1852
NE. ¼ SW. ¼	21	15	30		Sept. 1, 1853	
NW. ¼ SW. ¼	21	15	30		Dec. 29, 1856	
SW. ¼ NE. ¼	6	17	30			May 29, 1852
NE. ¼ SW. ¼	35	18	30			May 21, 1853
NW. ¼ SW. ¼	35	18	30			Do.
SE. ¼ SW. ¼	35	18	30			Do.
SW. ¼ SW. ¼	35	18	30			Do.
NE. ¼ NW. ¼	7	19	30		Nov. 29, 1851	
SE. ¼ NW. ¼	7	19	30		do	
NW. ¼ NW. ¼	7	19	30			Dec. 11, 1856
SW. ¼ NW. ¼	7	19	30			Do.
SW. ¼ SW. ¼	26	19	30		Sept. 7, 1855	
NW. ¼ SW. ¼	7	15	31		Jan. 18, 1855	
SE. ¼ SE. ¼	8	15	31		Mar. 12, 1855	
SE. ¼ SE. ¼	9	15	31		Dec. 31, 1855	
SW. ¼ NE. ¼	9	15	31			Apr. 25, 1853
NW. ¼ NE. ¼	6	19	31			Nov. 5, 1854
SW. ¼ NE. ¼	6	19	31			Do.
SE. ¼ NE. ¼	6	19	31		Nov. 17, 1856	
NE. ¼ NW. ¼	6	19	31			Mar. 19, 1853
NW. ¼ NW. ¼	6	19	31			Do.
SW. ¼ NW. ¼	6	19	31			Feb. 24, 1854
NE. ¼ SW. ¼	6	19	31			Do.
NW. ¼ SW. ¼	6	19	31			Do.
SE. ¼ SW. ¼	6	19	31			Do.
SW. ¼ SW. ¼	6	19	31			Do.
NE. ¼ SE. ¼	6	19	31		Nov. 17, 1856	
SE. ¼ SE. ¼	6	19	31			Nov. 19, 1856
SW. ¼ SE. ¼	6	19	31			Do.
NW. ¼ SE. ¼	6	19	31		Jan. 10, 1857	
SW. ¼ SW. ¼	8	19	31		May 31, 1852	
NE. ¼ NE. ¼	12	19	31			Dec. 11, 1856
NW. ¼ NE. ¼	12	19	31			Do.
SE. ¼ NE. ¼	12	19	31			Do.
SW. ¼ NE. ¼	12	19	31			Do.
NE. ¼ NE. ¼	18	19	31			Sept. 16, 1853
SE. ¼ NE. ¼	18	19	31			Do.
NE. ¼ SE. ¼	18	19	31		Oct. 18, 1853	
SE. ¼ SE. ¼	18	19	31		do	
NE. ¼ NW. ¼	30	19	31			Nov. 1, 1852
NW. ¼ NW. ¼	30	19	31			Do.
NE. ¼ SW. ¼	2	15	32		Apr. 2, 1852	
SW. ¼ NW. ¼	11	15	32		May 14, 1855	
NW. ¼ NW. ¼	22	15	32		Nov. 24, 1856	
SW. ¼ SE. ¼	2	16	32			Feb. 19, 1853
NW. ¼ NE. ¼	11	16	32		Aug. 29, 1851	
SW. ¼ NE. ¼	11	16	32		Dec. 8, 1852	
SW. ¼ NW. ¼	34	16	32			Apr. 4, 1851
NW. ¼ NW. ¼	34	16	32		Nov. 8, 1856	
SE. ¼ SE. ¼	35	16	32		Mar. 11, 1856	
NE. ¼ SE. ¼	36	17	32		Oct. 31, 1856	
SE. ¼ SE. ¼	1	19	32			Feb. 24, 1854

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
NW. ¼ NW. ¼	22	20	32		Mar. 8, 1853	
SE. ¼ NE. ¼	8	17	33		July 4, 1856	
SW. ¼ NE. ¼	8	17	33		July 4, 1855	
NE. ¼ NE. ¼	9	17	33		Feb. 14, 1857	
NW. ¼ NE. ¼	9	17	33		do	
NW. ¼ NE. ¼	9	18	33		Aug. 20, 1856	
SW. ¼ NE. ¼	9	18	33		do	
NW. ¼ SE. ¼	12	18	33			Jan. 3, 1853
SE. ¼ SE. ¼	17	18	33		Jan. 9, 1852	
SE. ¼ NW. ¼	19	18	33			May 19, 1852
NW. ¼ SE. ¼	19	18	33		Jan. 20, 1852	
SE. ¼ NW. ¼	20	18	33		Jan. 7, 1852	
SW. ¼ NW. ¼	20	18	33		Jan. 26, 1857	
NW. ¼ NE. ¼	20	18	33		Jan. 7, 1852	
SW. ¼ NE. ¼	20	18	33		do	
NE. ¼ SE. ¼	33	18	33			Aug. 18, 1853
NW. ¼ SE. ¼	33	18	33			Do.
SE. ¼ SE. ¼	33	18	33			Do.
SW. ¼ SE. ¼	33	18	33			Do.
SE. ¼ SE. ¼	34	18	33			Jan. 24, 1857
SW. ¼ SE. ¼	34	18	33			Do.
NW. ¼ NW. ¼	26	20	33			May 9, 1852
SW. ¼ NE. ¼	27	20	33			June 27, 1852
SE. ¼ NE. ¼	27	20	33			Do.
NE. ¼ SE. ¼	28	20	33		Feb. 2, 1855	
NW. ¼ NW. ¼	26	4	18			Oct. 5, 1852
SW. ¼ NW. ¼	26	4	18			Do.
NE. ¼ NE. ¼	27	4	18			Do.
SE. ¼ NE. ¼	27	4	18			Do.
NE. ¼ SE. ¼	27	4	18			Do.
SE. ¼ SE. ¼	27	4	18			Do.
NW. ¼ NW. ¼	27	4	18			Do.
SW. ¼ NW. ¼	27	4	18			Do.
NW. ¼ SW. ¼	27	4	18			Do.
SW. ¼ SW. ¼	27	4	18			Do.
NE. ¼ SE. ¼	28	4	18			Do.
SE. ¼ SE. ¼	28	4	18			Do.
NE. ¼ SW. ¼	7	6	18		Jan. 20, 1851	
SE. ¼ SW. ¼	7	6	18		do	
SE. ¼ NW. ¼	7	6	18			Jan. 2, 1852
NE. ¼ SE. ¼	23	7	18			Feb. 9, 1853
NW. ¼ SW. ¼	24	7	18			Do.
NE. ¼ SE. ¼	32	7	18			Mar. 21, 1853
SE. ¼ SE. ¼	32	7	18			Do.
S. of lake, NW. ¼	32	7	18	51.46	Jan. 9, 1852	
NW. ¼ SW. ¼	33	7	18			Do.
SW. ¼ SW. ¼	33	7	18			Do.
NE. ¼ SW. ¼	5	3	19			Sept. 30, 1852
NW. ¼ SW. ¼	5	3	19			Do.
NW. ¼ SE. ¼	5	3	19			Do.
SE. ¼ SW. ¼	32	4	19			Dec. 31, 1852
SE. ¼ NE. ¼	5	3	19			Sept. 30, 1852
SW. ¼ NE. ¼	5	3	19			Do.
NW. ¼ NW. ¼	5	3	19			Nov. 23, 1852
SW. ¼ NW. ¼	5	3	19			Do.
SW. ¼ SW. ¼	8	6	19			Jan. 2, 1852
NW. ¼ SW. ¼	9	6	19			Do.
SW. ¼ NE. ¼	21	7	19		Feb. 17, 1851	
SW. ¼ NE. ¼	31	7	19			Jan. 2, 1852
NE. ¼ SW. ¼	6	9	19		Dec. 10, 1850	
SE ¼ SW. ¼	29	10	19		Jan. 4, 1851	
NW. ¼ SW. ¼	32	10	19		Dec. 3, 1850	
SE. ¼ NW. ¼	32	10	19		Feb. 1, 1851	
SW. ¼ NW. ¼	3	5	20			July 11, 1851
NE. ¼ SE. ¼	3	5	20			May 31, 1854
NW. ¼ SE. ¼	3	5	20			Do.
SE. ¼ SE. ¼	3	5	20			Do.
SW. ¼ SE. ¼	3	5	20			Do.
NW. ¼ SE. ¼	4	5	20			Dec. 14, 1850
NE. ¼ SW. ¼	4	5	20			Do.
NW. ¼ SE. ¼	11	5	20			Dec. 31, 1852
SW. ¼ SE. ¼	11	5	20			Do.
NE. ¼ SW. ¼	12	5	20		Jan. 24, 1851	
SE. ¼ SW. ¼	12	5	20		do	
SW. ¼ SW. ¼	1	6	20			Nov. 27, 1851
NE. ¼ SE. ¼	6	6	20		Jan. 9, 1851	
NW. ¼ SE. ¼	6	6	20		Nov. 27, 1851	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
SW. ¼ SE. ¼	6	6	20			Mar. 6, 1851
NE. ¼ SW. ¼	6	6	20		Nov. 11, 1851	
NW. ¼ SW. ¼	6	6	20		Mar. 30, 1852	
SW. ¼ SW. ¼	6	6	20		do	
NE. ¼ NE. ¼	7	6	20			Mar. 6, 1851
SE. ¼ NE. ¼	7	6	20			Do.
NE. ¼ SE. ¼	7	6	20			Do.
SE. ¼ SE. ¼	7	6	20			Do.
Lot 2, NW. ¼	7	6	20		Sept. 30, 1850	
NE. ¼ SW. ¼	8	6	20			Do.
NW. ¼ SW. ¼	8	6	20			Do.
SE. ¼ SW. ¼	8	6	20			Do.
SW. ¼ SW ¼	8	6	20			Do.
NW. ¼ NW. ¼	8	6	20			Do.
SW. ¼ NW ¼	8	6	20			Do.
SE. ¼ NE. ¼	11	6	20		Apr. 6, 1852	
NE. ¼ SW. ¼	12	6	20			Mar. 15, 1852
SE. ¼ SW. ¼	12	6	20			Do.
NW. ¼ NW. ¼	12	6	20			Nov. 27, 1851
NE. ¼ SE. ¼	21	6	20			Jan. 12, 1852
NW. ¼ SE. ¼	21	6	20			Do.
NE. ¼ NE. ¼	21	6	20			Do.
NW. ¼ NE. ¼	21	6	20			Do.
SE. ¼ NE. ¼	21	6	20			Do.
SW. ¼ NE. ¼	21	6	20			Do.
NE. ¼ NW. ¼	21	6	20			Do.
SE. ¼ NW. ¼	21	6	20			Do.
NW. ¼ NE. ¼	3	7	20		Nov. 15, 1854	
NE. ¼ NE. ¼	21	7	20		Nov. 26, 1850	
SE. ¼ NE. ¼	30	8	20		Feb. 17, 1851	
NE. ¼ NW. ¼	31	8	20		Nov. 15, 1851	
SE. ¼ SW. ¼	32	8	20		Nov. 25, 1850	
SW. ¼ SW. ¼	32	8	20		do	
NE. ¼ NW. ¼	11	9	20		Jan. 22, 1851	
SE. ¼ NE. ¼	11	9	20		Nov. 18, 1850	
SW. ¼ SW. ¼	18	10	20			Jan. 5, 1852
NW. ¼ SE. ¼	18	10	20			Do.
NE. ¼ SW. ¼	18	10	20		Oct. 23, 1851	
SW. ¼ NW. ¼	3	5	21			Mar. 21, 1852
NW. ¼ NE. ¼	32	6	21		Jan. 6, 1857	
NE. ¼ SE. ¼	10	7	21			Jan. 1, 1852
NW. ¼ SE. ¼	10	7	21			Do.
SE. ¼ SW. ¼	31	8	21		Oct. 17, 1851	
NE. ¼ NE. ¼	13	10	21			Aug. 6, 1852
SE. ¼ NE. ¼	13	10	21			Do.
SE. ¼ NW. ¼	24	10	21			Jan. 8, 1852
NW. ¼ SE. ¼	4	3	22			Oct. 3, 1850
SW. ¼ SE. ¼	4	3	22			Do.
SW. ¼ SW. ¼	4	3	22			Do.
NW. ¼ NW. ¼	9	3	22			Do.
NW. ¼ SW. ¼	15	4	22			Dec. 18, 1852
NE. ¼ NE. ¼	21	4	22			Nov. 23, 1852
SE. ¼ NE. ¼	21	4	22			Do.
SE. ¼ SE. ¼	35	4	22		Feb. 7, 1851	
NW. ¼ NW. ¼	12	5	22			Dec. 17, 1852
NE. ¼ SW. ¼	25	8	22		May 31, 1851	
SE. ¼ SE. ¼	3	3	23		Dec. 20, 1850	
SW. ¼ SE. ¼	3	3	23		do	
NW. ¼ NE. ¼	10	3	23		Feb. 27, 1851	
SW. ¼ NE. ¼	10	3	23		do	
NW. ¼ SE. ¼	10	3	23			Feb. 27, 1857
SE. ¼ NW. ¼	17	3	23			Nov. 15, 1852
SW. ¼ NW. ¼	17	3	23			Do.
NW. ¼ SW. ¼	2	4	23			Nov. 15, 1851
SW. ¼ SW. ¼	3	4	23			Nov. 23, 1850
NW. ¼ SW. ¼	18	4	23			Dec. 24, 1850
SW. ¼ SW. ¼	18	4	23			Do.
SE. ¼ SE. ¼	18	5	23		Feb. 24, 1852	
NE. ¼ SE. ¼	20	5	23			July 15, 1852
NW. ¼ NW. ¼	26	5	23			Feb. 23, 1852
SW. ¼ NW. ¼	26	5	23			Do.
NW. ¼ SW. ¼	4	7	23		Nov. 24, 1856	
SW. ¼ SW. ¼	4	7	23		do	
SE. ¼ NE. ¼	10	8	23		Mar. 25, 1851	
NW. ¼ NW. ¼	6	9	23		June 10, 1853	
SE. ¼ SE. ¼	23	9	23		Apr. 6, 1851	
SW. ¼ NW. ¼	30	9	23		Oct. 30, 1851	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
SE. ¼ SE. ¼	14	3	24		Apr. 28, 1851	
SW. ¼ NW. ¼	18	3	24			Jan. 2, 1852
NE. ¼ NW. ¼	18	3	24			Jan. 21, 1852
NW. ¼ NE. ¼	18	3	24			Dec. 26, 1851
SE. ¼ NE. ¼	18	3	24			Do.
NE. ¼ NE. ¼	19	4	24		Feb. 11, 1851	
SW. ¼ NW. ¼	7	5	24		Oct. 20, 1851	
NE. ¼ SW. ¼	12	5	24			Apr. 9, 1853
SE. ¼ SE. ¼	15	5	24		Sept. 28, 1850	
NW. ¼ NW. ¼	15	5	24			Dec. 14, 1851
SW. ¼ NW. ¼	15	5	24			Do.
NE. ¼ NW. ¼	15	5	24			Dec. 18, 1851
SE. ¼ NW. ¼	15	5	24		Dec. 9, 1851	
NW. ¼ NW. ¼	17	5	24		Aug. 23, 1851	
SE. ¼ N. W. ¼	17	5	24		do	
NW. ¼ SW. ¼	18	5	24		Oct. 28, 1851	
SW. ¼ NE. ¼	24	5	24			Jan. 5, 1852
NE. ¼ NE. ¼	28	8	24		Oct. 18, 1856	
SE. ¼ NE. ¼	28	8	24		do	
SE. ¼ NE. ¼	15	3	25			Dec. 15, 1852
NE. ¼ NE. ¼	22	4	25			Jan. 21, 1852
NW. ¼ NE. ¼	22	4	25			Do.
SW. ¼ NW. ¼	22	4	25			Dec. 23, 1851
NE. ¼ NW. ¼	22	4	25			Do.
NE. ¼ SE. ¼	13	5	25		Mar. 10, 1851	
NE. ¼ NE. ¼	24	5	25		do	
NE. ¼ NW. ¼	25	8	25		Oct. 26, 1851	
SE. ¼ NW. ¼	25	8	25		do	
NE. ¼ NW. ¼	3	9	25		Oct. 31, 1850	
NW. ¼ NW. ¼	3	2	26		Mar. 5, 1851	
SW. ¼ NW. ¼	3	2	26			Mar. 27, 1851
NW. ¼ SW. ¼	3	3	26		Mar. 11, 1851	
SE. ¼ NW. ¼	20	6	26			Sept. 29, 1850
NW. ¼ NE. ¼	36	9	26		Jan. 15, 1852	
SW. ¼ NW. ¼	24	2	27		Mar. 17, 1851	
NE. ¼ NW. ¼	26	2	27			Apr. 9, 1853
NW. ¼ NW. ¼	26	2	27			Do.
SE. ¼ NW. ¼	26	2	27			Do.
SW. ¼ NW. ¼	26	2	27			Do.
SW. ¼ SE. ¼	26	2	28		June 12, 1851	
SW. ¼ SW. ¼	26	2	28		do	
SW. ¼ SE. ¼	30	2	28			Nov. 1, 1852
SW. ¼ SW. ¼	30	2	28			Dec. 20, 1850
NE. ¼ NE. ¼	31	2	28			Nov. 1, 1852
NW. ¼ NE. ¼	31	2	28			Do.
SW. ¼ NE. ¼	31	2	28			Do.
NE. ¼ NW. ¼	31	2	28			Dec. 20, 1850
NW. ¼ NW. ¼	31	2	28			Do.
SE. ¼ NW. ¼	31	2	28			Do.
NW. ¼ NW. ¼	32	2	28			Dec. 10, 1850
SW. ¼ NW. ¼	32	2	28			Do.
NW. ¼ SE. ¼	22	7	28		May 9, 1851	
SE. ¼ SE. ¼	22	7	28		do	
SE. ¼ SE. ¼	28	7	28			Feb. 23, 1852
NW. ¼ SW. ¼	10	1	29		Oct. 6, 1854	
SE. ¼ NE. ¼	36	2	29			Jan. 24, 1853
SW. ¼ NE. ¼	36	2	29			Do.
SW. ¼ SE. ¼	17	3	29		Nov. 19, 1850	
NE. ¼ NE. ¼	18	3	29			Sept. 3, 1852
SE. ¼ NE. ¼	21	3	29			Apr. 1, 1851
Lot 2 NW. ¼	4	4	29		Jan. 7, 1857	
SW. ¼ SW. ¼	9	4	29			Oct. 1, 1852
NE. ¼ SE. ¼	11	5	29			Oct. 7, 1852
NE. ¼ NE. ¼	22	5	29			Nov. 20, 1851
SW. ¼ NW. ¼	34	5	29		Dec. 13, 1851	
NW. ¼ SW. ¼	34	5	29		do	
SW. ¼ NW. ¼	4	7	29		Apr. 14, 1851	
NW. ¼ SW. ¼	29	7	29			Oct. 28, 1852
SW. ¼ SW. ¼	29	7	29			Do.
NW. ¼ NW. ¼	18	8	29			Mar. 27, 1851
SW. ¼ NW. ¼	18	8	29			Do.
SE. ¼ NE. ¼	17	1	30		Feb. 7, 1852	
NW. ¼ NE. ¼	28	3	30		Jan. 14, 1853	
NE. ¼ NE. ¼	35	3	30		Nov. 17, 1852	
SE ¼ NE. ¼	35	3	30		do	
SE. ¼ NE. ¼	17	5	30		July 7, 1855	
SW. ¼ NE. ¼	17	5	30		do	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
SW. ¼ NE. ¼	35	5	30		June 18, 1855	
Lot 3	5	6	30			Mar. 18, 1852
Lot 10	5	6	30			Do.
NE. ¼ SE. ¼	6	6	30		Feb. 14, 1853	
SE. ¼ SE. ¼	6	6	30			Do.
SE. ¼ SE. ¼	31	7	30			Mar. 24, 1851
NE. ¼ NE. ¼	32	7	30		Jan. 3, 1857	
NW. ¼ SW. ¼	33	7	30			Do.
SW. ¼ SW. ¼	13	8	30		Jan. 31, 1852	
NW. ¼ SW. ¼	33	8	30			Oct. 30, 1852
NW. ¼ SW. ¼	21	9	30			Oct. 13, 1851
SW. ¼ SE. ¼	2	2	31		Feb. 3, 1852	
SE. ¼ SW. ¼	2	2	31		do	
SW. ¼ SE. ¼	3	2	31		do	
NE. ¼ NE. ¼	9	2	31			June 13, 1853
NW. ¼ NE. ¼	9	2	31			Do.
SW. ¼ SW. ¼	12	3	31		Jan. 5, 1853	
SE. ¼ SE. ¼	17	3	31			June 20, 1855
NE. ¼ NE. ¼	20	3	31			Do.
Lot 19	6	4	31			Feb. 12, 1851
SW. ¼ SE. ¼	6	4	31		Jan. 16, 1857	
SE. ¼ SW. ¼	6	4	31		do	
NW. ¼ SW. ¼	6	4	31			Do.
NE. ¼ NE. ¼	10	5	31		Aug. 30, 1851	
NW. ¼ NE. ¼	10	5	31		do	
SE. ¼ NE. ¼	10	5	31		do	
SW. ¼ NE. ¼	10	5	31		do	
NE. ¼ NW. ¼	11	5	31		do	
SW. ¼ NW. ¼	11	5	31		do	
NW. ¼ NW. ¼	26	5	31		do	
NE. ¼ NW. ¼	26	5	31		do	
NE. ¼ NE. ¼	26	5	31		do	
Lot 6	6	6	31			Jan. 19, 1852
Lot 8	6	6	31			Nov. 5, 1850
NE. ¼ SW. ¼	8	6	31			Feb. 26, 1853
SW. ¼ SW. ¼	10	6	31			Mar. 8, 1851
SW. ¼ NW. ¼	10	6	31			Jan. 19, 1852
NW. ¼ SW. ¼	13	6	31			Apr. 5, 1852
NE. ¼ NE. ¼	5	7	31			Jan. 7, 1853
NW. ¼ NE. ¼	5	7	31			Do.
SE. ¼ NE. ¼	6	7	31		Nov. 26, 1853	
SW. ¼ SW. ¼	12	7	31			Jan. 17, 1851
NE. ¼ NE. ¼	20	7	31			Dec. 22, 1851
SE. ¼ NE. ¼	20	7	31			Do.
NW. ¼ NW. ¼	21	7	31		Jan. 24, 1850	
NE. ¼ SW. ¼	22	7	31		do	
SE. ¼ SW. ¼	22	7	31		do	
NW. ¼ NE. ¼	28	7	31			Jan. 19, 1852
SE. ¼ NW. ¼	28	7	31		Dec. 6, 1856	
SW. ¼ NW. ¼	28	7	31		do	
NE. ¼ SE. ¼	28	7	31			Mar. 24, 1851
SE. ¼ SE. ¼	28	7	31			Do.
SW. ¼ SE. ¼	28	7	31			Jan. 30, 1851
SE. ¼ SW. ¼	28	7	31			Do.
SW. ¼ SW. ¼	28	7	31			Mar. 24, 1851
SE. ¼ SE. ¼	29	7	31			Do.
SE. ¼ NW. ¼	30	7	31		Jan. 3, 1855	
SE. ¼ NE. ¼	5	8	31			Jan. 25, 1851
NW. ¼ NW. ¼	17	8	31			Aug. 22, 1852
SW. ¼ NW. ¼	17	8	31			Do.
NE. ¼ SW. ¼	25	8	31		Jan. 31, 1852	
NW. ¼ SW. ¼	25	8	31		do	
SE. ¼ SW. ¼	25	8	31		do	
SW. ¼ SW. ¼	25	8	31		do	
SE. ¼ SE. ¼	31	8	31			Nov. 26, 1850
SW. ¼ SE. ¼	31	8	31			Do.
NE. ¼ NW. ¼	32	8	31			Nov. 14, 1851
NW. ¼ NW. ¼	32	8	31			Do.
NE. ¼ SE. ¼	35	8	31			Do.
NW. ¼ SE. ¼	35	8	31			Oct. 25, 1851
NE. ¼ NW. ¼	36	8	31			Nov. 14, 1851
NE. ¼ SE. ¼	24	3	32			Jan. 29, 1852
NW. ¼ SE. ¼	24	3	32			Do.
SE. ¼ SE. ¼	24	3	32			Do.
SW. ¼ SE. ¼	24	3	32			Do.
SW. ¼ SW. ¼	24	3	32		Mar. 11, 1853	
NW. ¼ NW. ¼	25	3	32			Aug. 29, 1852

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of sections.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
SW. ¼ NW. ¼	25	3	32			Aug. 29, 1852
NE. ¼ NE. ¼	26	3	32			Do.
SE. ¼ NE. ¼	26	3	32			Do.
NW. ¼ NE. ¼	26	3	32		Mar. 11, 1853	
NE. ¼ NW. ¼	26	3	32		do	
NW. ¼ SW. ¼	26	3	32		Jan. 18, 1853	
NW. ¼ NE. ¼	27	3	32			Oct. 30, 1852
SW. ¼ SE. ¼	29	3	32		Dec. 13, 1852	
NE. ¼ SE. ¼	1	4	32			Feb. 12, 1851
SE. ¼ SE. ¼	1	4	32			Do.
SE. ¼ NW. ¼	19	4	32			Aug. 21, 1851
SW. ¼ NW. ¼	19	4	32			Do.
NW. ¼ NW. ¼	36	18	30			Jan. 11, 1853
SE. ¼ SE. ¼	28	1	19			June 7, 1851
NW. ¼ SW. ¼	9	6	19			Jan. 2, 1852
NE. ¼ NW. ¼	31	8	20		Nov. 15, 1851	
SE. ¼ NW. ¼	32	8	30		Jan. 31, 1857	
NE. ¼ NW. ¼	32	8	30		do	
NE. ¼ SW. ¼	32	8	30		do	
NW. ¼ SW. ¼	32	8	30		do	
SW. ¼ NE. ¼	32	8	30		do	
SE. ¼ SE. ¼	28	7	31			Mar. 24, 1851
		S.	W.			
SE. ¼ NE. ¼	7	13	32		Mar. 21, 1855	
NE ¼ SE. ¼	11	13	32			Oct. 14, 1851
SE. ¼ SE. ¼	11	13	32			Do
SE ¼ SW. ¼	22	13	32		Feb. 22, 1855	
E. ¼ SE. ¼	24	13	32		Oct. 11, 1854	
SW. ¼ SE. ¼	24	13	32		do	
SE. ¼ SW. ¼	24	13	32		do	
N. ½ S. frl. ½	23	8	33			Oct. 15, 1850
S. ½ S. frl. ½	23	8	33			Do
		N.	W.			
NE. ¼ SW. ¼	19	4	32			Aug. 21, 1851
NW. ¼ SW. ¼	19	4	32			Do
SW. ¼ NE. ¼	17	5	32		May 26, 1856	
SW. ¼ NE. ¼	29	5	32		Aug. 23, 1851	
SW. ¼ SE. ¼	29	5	32		do	
NE. ¼ SW. ¼	29	5	32		do	
NW. ¼ SW. ¼	29	5	32	66.84	do	
SE. ¼ SW. ¼	29	5	32		do	
SW. ¼ SW ¼	29	5	32		do	
Lot 5 NE. ¼	3	6	32		May 1, 1852	
NE. ¼ NE. ¼	26	6	32			May 29, 1852
NW. ¼ NE. ¼	26	6	32			Do
NE. ¼ NE. ¼	35	6	32			Aug. 27, 1851
NW. ¼ NE. ¼	36	8	32			June 19, 1852
N. ½ N. frl. ½	36	3	33	42.29	May 6, 1853	
S. ½ N. frl. ½	36	3	33	42.28	Aug. 13, 1852	
SW. ¼ SW. ¼	30	1	18			Dec. 13, 1850
SW. ¼ NW. ¼	33	8	18			Mar. 2, 1853
NW. ¼ SW. ¼	33	8	18			Do.
N. ½ NE. ¼	5	6	19			Jan. 2, 1852
S. ½ NE. ¼	6	3	19			Oct. 26, 1852
SE. ¼ NE. ¼	5	6	19			Jan. 2, 1852
SE. ¼ NE. ¼	8	6	19			Do.
SE. ¼	8	6	19			Do.
NE. ¼ NE. ¼	32	10	19		Dec. 3, 1850	
S. ½ NE. ¼	4	5	20			July 11, 1851
S. ½ NW. ¼	4	5	20			Do.
NW. ¼ SW. ¼	4	5	20			Do.
SE. ¼ SW. ¼	4	5	20			Do.
SE. ¼ SE. ¼	4	5	20			Do.
SW. ¼ SE. ¼	4	5	20			Do.
NW. ¼ NW. ¼	15	9	21			Aug. 10, 1852
SE. ¼ NW. ¼	13	10	21		Nov. 25, 1856	
SE. ¼ NW. ¼	11	3	23		Feb. 25, 1851	
Lot 1 NE. ¼	3	4	23		Nov. 20, 1854	
NW. ¼ NW. ¼	21	5	23		Mar. 18, 1851	
SE. ¼ NE. ¼	26	5	23			Dec. 25, 1856
NE. ¼ NE. ¼	27	8	23			Feb. 8, 1851
NE. ¼ NE. ¼	20	4	24			Mar. 18, 1851
SW. ¼ NE. ¼	20	4	24			Do.
SE. ¼	8	5	24			Mar. 10, 1851
SW. ¼ SE. ¼	13	9	24		Feb. 17, 1851	
SE. ¼ SE. ¼	13	9	24		do	
NE. ¼ SE. ¼	8	15	24		Feb. 16, 1854	

List of alleged swamp lands upon which cash and land indemnity is claimed by the State of Arkansas—Continued.

Land upon which indemnity is claimed.					Subject to cash indemnity—date of sale.	Subject to land indemnity—date of location.
Parts of section.	Sec.	Town.	Range.	Area.		
Volume 12—Continued.		N.	W.			
NE. ¼ NW. ¼	8	16	24		Jan. 20, 1851	
SW. ¼ NE. ¼	13	3	25		Jan. 21, 1851	
NE. ¼ SE. ¼	13	3	25			Jan. 21, 1852
N. ½ SW. ¼	34	3	26		May 21, 1851	
NW. ¼ SE. ¼	34	3	26		Feb. 5, 1855	
NW. ¼ NW. ¼	11	9	27			Aug. 2, 1851
SW. ¼ SE. ¼	15	13	27		July 16, 1855	
SE. ¼ SE. ¼	7	18	27		Mar. 17, 1853	
NW. ¼ NW. ¼	35	2	28			Dec. 11, 1850
NW. ¼ NE. ¼	36	2	28		Aug. 16, 1852	
N. ½ SE. ¼	28	5	29			Nov. 10, 1852
SW. ¼ NE. ¼	19	7	29			Mar. 31, 1852
SW. ¼ SW. ¼	9	17	29		Feb. 16, 1853	
NW. ¼ NE. ¼	30	17	29			Feb. 12, 1853
SE. ¼ NE. ¼	31	18	29			Jan. 20, 1852
SW. ¼ SW. ¼	31	18	29			Sept. 6, 1852
N. ½ lot 1 NW. ¼	7	7	30			Nov. 13, 1850
NE. ¼ SE. ¼	12	8	30			Feb. 23, 1852
SW. ¼ SE. ¼	19	19	31			Aug. 8, 1853
N. ½ NW. ¼	19	4	32			Aug. 21, 1851
SW. ¼ NE. ¼	34	7	32		Dec. 16, 1854	
		S.	W.			
NW. ¼ SW. ¼	3	17	24		Mar. 2, 1857	
SW. ¼ SE. ¼	4	17	24		July 11, 1855	
NW. ¼ NE. ¼	9	17	24		July 5, 1855	
SE. ¼ SE. ¼	30	9	30			Feb. 27, 1857
NE. ¼ NW. ¼	32	8	31		Oct. 13, 1856	
E. ½ NW. ¼	13	13	32			Oct. 11, 1854
		N.	W.			
SE. ¼ NE. ¼	11	6	20		Apr. 6, 1852	

BSB Bayerische StaatsBibliothek
MDZ Münchener DigitalisierungsZentrum Digitale Bibliothek

Senate documents

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